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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE PRINT elsewhere the Order in Council which was made on the 28th ult. postponing, as regards certain portions of the County of London, the operation of the Order in Council of the 18th of July, 1898. It corresponds substantially with the draft which we published 43 SOLICITORS' JOURNAL p. 815, and its effect is to make registration compulsory on the 1st of January next in only a portion (in place of the whole) of South London, including, roughly speaking, Southwark, Camberwell, Lambeth, Bermondsey, Newington, Rotherhithe, and part of the parish of Streatham. The parishes of Battersea, Clapham, Putney, Tooting Graveney, Wandsworth, and the remainder of the parish of Streatham are to be brought in on the 1st of May, 1900; and the rest of the county (except the City of London) on the 1st of November, 1900. Compulsory registration is not to be applied to the City of London until the 1st of May, 1901.

EVERY MEMBER of the legal profession must deeply deplore the failure of Messrs. INGRAM, HARRISON, & INGRAM, of No. 67, Lincoln's-inn-fields, accompanied with the tragic circumstance of the suicide of Mr. HARRISON, one of the partners. If, as is stated, the liabilities are over £300,000, while the assets are about £20,000, widespread loss and distress must be occasioned to clients; but the point with which we are chiefly concerned is the effect of occurrences like this on the general public. Here, they are likely to say, is an old firm which an outsider would probably—at all events up to a recent date—suppose to be transacting a conveyancing business of a safe and lucrative type, and to be the last people to indulge in hazardous speculations or extravagant expenditure; yet liabilities to the amount of more than a quarter of a million were being piled up—who are we to trust? Of course this would be most unreasonable considering the very small proportion of failures to the number of members of the profession, but it is to be feared that, under the circumstances of the recent case, the question may be asked. And, if we may speak frankly, we are not sure that in these latter days the temptation to solicitors to step out of their proper work, and

wander into the hazardous paths of the financier, is so commonly resisted as was formerly the case. It cannot be too often repeated that a solicitor, since his proper business depends on the trust of his clients, incurs a heavy responsibility if he enters on transactions apart from such business, and involving financial risk.

In the case of *De Braam* v. *Ford* (reported elsewhere) the Court of Appeal have this week decided a question under the Bills of Sale Acts which not only is curious, but, notwithstanding the voluminous litigation those Acts have given rise to, also appears to be novel. Section 9 of the Act of 1882, as is well known, requires all bills of sale to which it applies to be made "in accordance with" the form in the schedule to the Act. That form contains a provision for payment "on the day of [*or whatever else may be the stipulated times or time of payment*]." The bill of sale which the court had to deal with in the recent case provided for payment "on or before the 1st day of November, 1899." North, J., held that this was not a provision for payment at "stipulated times or time," and that the bill of sale was therefore void; and he granted an injunction to restrain the defendant from enforcing it. The Court of Appeal have reversed this decision, holding that the bill of sale was in accordance wtth the statutory form. Their lordships pointed out that, as the schedule provides for the insertion of provisions for defeasance, an agreement to pay on the 1st of November, followed by a defeasance on payment before that date, would have been clearly in accordance with the form. Though under the Bills of Sale Acts the court is obliged often to regard form and not substance, to hold that the validity of a bill of sale depended on a difference of this kind would, the Master of the Rolls said, be "too fine" a distinction, a splitting of hairs, to which he refused to be a party. Any other result would, indeed, seem to carry purposeless technicality in such matters to a length for which there is no justification.

A most vicious method of legislation was revealed last week, when the case of *Bavins* v. *London and South-Western Bank* was before the Court of Appeal. The defendant bank had received for a customer payment of an order for a sum of money, crossed generally, which was in the form of a cheque, except that it contained a proviso that the receipt form at the foot thereof should be duly signed, stamped, and dated. The order turned out to have been stolen, and the payee's signature to the indorsement and receipt were forged. The defendants claimed protection under section 82 of the Bills of Exchange Act, 1882, as having in good faith and without negligence received payment of the cheque for a customer. The question at once arose whether the order was a "cheque" within the meaning of the Act. Kennedy, J., held that it was not, as it was not an unconditional order in writing. After the decision it was discovered that by section 17 of the Revenue Act, 1883 (46 & 47 Vict. c. 55), it was provided that "sections 76 to 82, both inclusive, of the Bills of Exchange Act of 1882"—those sections contain the law as to crossed cheques —". . . shall extend to any document issued by a customer of any banker, and intended to enable any person or body corporate to obtain payment from such banker of the sum mentioned in such document, and shall so extend in like manner as if the said document were a cheque. Provided that nothing in this Act shall be deemed to render any such document a negotiable instrument." Now, to stow away such an important extension of the Bills of Exchange Act in a Revenue Act is nothing more or less than a scandal. Indeed, so well concealed was this piece of legislation that it was stated by counsel in court that it had escaped the notice of the text-book writers on the subject. In the result it was not necessary in the particular case to decide how far the section applied, as the Court of Appeal came to the conclusion that the defendants were negligent in taking the order and collecting the money for the customer, and on that ground were not protected. None the less, however, it would have had a most important bearing had the court come to the same conclusion as Kennedy, J., that there was no negligence in the defendants.

Similar points arose in two appeals under the Workmen's Compensation Act last week: in the one the claim against the employers failed, in the other it succeeded; in both the decision of the county court judge was upheld. In *Hensley* v. *White* a workman in the course of his employment had to perform an act necessarily involving a severe physical strain; in doing it he ruptured internal blood vessels and died. A claim under the Act was made by his widow. The medical evidence differed as to whether the rupture was caused by the strain alone or in conjunction with the diseased condition of the man's internal organs. The judge found as a fact that the death would not have occurred apart from the chronic state of disease from which the deceased had been suffering, and he therefore decided against the claim as not being based on an accident. The contention for the appellant was that the immediate cause of the death ought alone to be looked at, and *Lawrence* v. *Accidental Insurance Co.* (7 Q. B. D. 216) and similar cases were cited. But there was clearly evidence to support the finding of the county court judge, and the Court of Appeal declined to interfere with it. In *Lloyd* v. *Sugg & Co.* (*Limited*) the employers were the appellants: the respondent was a workman who was alleged to have had his hand injured while engaged in assisting another workman in some ironwork. Here again it was not quite clear that disease was not in part responsible for the condition of the workman's hand: he had previously suffered from gout in it. The doctor certified that he was suffering from a weak hand, caused partly by the injury. The finding of facts by the county court judge was not very clear, but he seems to have found that actual injury to the hand had been caused by the accident. If that were so, *cadit quæstio*: there was an accident to which the Act applied, and the only duty of the judge was to assess the amount of compensation. The appeal, therefore, failed, but the Court of Appeal expressed a wish to have the findings of the county court judges in these cases stated with greater precision.

The chief feature in the winding up of companies for the year 1898, as appearing from the Winding-up Report, which has just been issued by the Board of Trade, is the continued increase of voluntary as compared with compulsory liquidation. For the five years from 1894 to 1898 inclusive the number of voluntary liquidations have been 833, 918, 1,152, 1,426, and 1,554; the compulsory liquidations in the same years have been 114, 90, 86, 108, and 125; and the supervision liquidations 51, 52, 24, 53, and 66. It thus appears that the voluntary liquidations have a very great preponderance. The same result follows from a consideration of the amount of capital involved in the companies which have gone into liquidation. The tables distinguish between capital subscribed by the public and shares issued to vendors as fully paid. These two items were for 1898, in compulsory cases, £679,400 and £2,269,539 respectively, and in voluntary liquidations £28,637,600 and £32,551,038. A noteworthy fact is the circumstance that the last item—vendors' shares in companies which are in voluntary liquidation—is an increase of nearly ten million pounds on the corresponding item for 1897; while in the compulsory cases this item shews a decrease on 1897. Mr. Smith, the Inspector-General in Companies Liquidation, deduces the conclusion that the increase in voluntary liquidation is the direct result of the increase in the issue of vendors' shares. "There can be little doubt," he says, "that these coincidences are in the nature of cause and effect, and that the general tendency of liquidation proceedings is to withdraw the failure of companies from the supervision and investigation which Parliament has thought it necessary to provide in the case of companies wound up by the court." It is quite possible that vendors' shares are sometimes used in this manner, but the statistics are obviously capable of a quite different explanation. Voluntary liquidation is on the increase because all parties, cash shareholders as well as vendors, find it more convenient and economical to keep the winding up clear of the officialism of the winding-up department.

In considering the question of going to allotment on an insufficient subscription, Mr. Smith calls attention to the

difficulty caused when directors in good faith accept worthless subscriptions. It is frequently stated that the company will not go to allotment unless a certain sum is subscribed. When it is seen that the subscriptions coming from the public fall short of the required amount, the promoter puts forward subscriptions from underwriters and others which the directors believe to be valuable and upon the faith which they go to allotment. In a case quoted by Mr. SMITH, only £509 was subscribed by the public out of £105,000 offered for subscription, but the directors went to allotment on the faith of underwritten subscriptions for £44,491, out of which the company was unable to recover more than £700. The promoter, of course, who has incurred great expense, has strong reasons for making sure that such cash as has come in from the public shall not be returned, and any applications which he puts forward ought to be carefully scrutinized by the directors. The real safeguard, however, is to require a substantial payment on application and this the directors should always insist upon before proceeding to allotment. Mr. SMITH deals once again with the frauds which can still be committed in connection with the flotation of insolvent businesses. The proprietor can not only avoid the personal effects of the bankruptcy law, but by a judicious use of debentures he can change his own debts into debts of the company, and then walk in and take the assets out of the hands of the company's creditors. This is a mode of proceeding which the projected Companies Act should certainly make impossible. The Government Bill left the House of Lords last session, but made no progress in the Commons. Attention may be directed to the comments which Mr. SMITH makes upon its provisions as amended in the House of Lords, and also on the Bill brought in by Mr. FAITHFULL BEGG, comments suggested by the statistics incorporated in this report.

IN A TRIAL for murder at the Liverpool Assizes last week, the interesting question was raised how far drunkenness may be set up in defence on a criminal charge. It was a very common case, the prisoner having, while drunk, stabbed the deceased man with a knife. Now, of course, it is true, in a general sense, that drunkenness deliberately produced is no excuse for any crime; yet where, as in the case of murder, it is a material question with what intention an act was done, it may be proper for a jury to take into consideration the fact that the prisoner was drunk when he did the act. In the recent case KENNEDY, J., told the jury that, where the existence of a certain intent—that is, of positive mental activity, was of the essence of the crime, and the person charged was disabled by drunkenness from forming "any intent at all, he was clearly disabled from committing that particular offence, because an essential element in it was lacking." Many judges are reported to have laid down the law in somewhat similar terms; and it is no doubt a sound view, though a very difficult one to apply. Where, however, no enmity pre-existed between the prisoner and the deceased, and the blow was struck in a drunken quarrel, juries will often gladly take advantage of any such consideration to justify in their own minds a verdict of manslaughter only. In the case of *Reg.* v. *Doherty* (16 Cox C. C. 306) the late Sir JAMES STEPHEN expounded the law in words very similar to those of KENNEDY, J., and added, "If a sober man takes a pistol or a knife and strikes or shoots at someone else, the inference is that he intended to strike or shoot him with the object of doing him grievous bodily harm. If, however, the man acting in that way was drunk, you have to consider the effect of his drunkenness upon his intention." If a man stabs another with the intention of killing or doing grievous bodily harm, and death results, he is guilty of murder, whether he was drunk or not when he struck the blow; and the fact that if he had been sober he would never have formed such an intention is not in the least material. But if he strikes another without such intention, under such circumstances that if death does not result he can be convicted of no offence higher than unlawfully wounding; if death does result, he is guilty of manslaughter only and not of murder. Thus if a man is very drunk and has a knife in his hand to cut tobacco, or for some such innocent purpose, and being suddenly provoked, strikes with the knife and kills a man, he may well be convicted of the lesser species of homicide. If, however, being provoked, he takes up a knife, and has sense enough to see that what he is taking up is a knife, and sense enough to distinguish the handle from the blade, a blow struck under such circumstances is almost necessarily intended to do grievous bodily harm, and if death follows it is murder. On the question, too, whether such provocation was given as to reduce a charge of murder to manslaughter, drunkenness may sometimes be taken into account; for the passion of anger is much more easily excited in a drunken than in a sober person. Thus if a drunken man has a dangerous weapon in his hand and another strikes him a blow, and in sudden anger the drunken man strikes back with the weapen and kills the other, a jury may, with perfect legality, find a verdict of manslaughter, although if the accused had been sober the crime would have amounted to murder: *Rex* v. *Thomas* (7 C. & P. 817). Except, however, in very plain cases it must always be a very dangerous thing to allow drunkenness to be an excuse for crime in any degree whatever. If it were often taken into consideration, there is no doubt that persons would deliberately make themselves drunk in order to lessen the risk of committing a crime.

THE SUNDAY Observance Act, 1677, has again been brought to the notice of the public in cases heard a few days ago at the Woolwich police-court. A number of barbers were charged under this old statute with exercising their trade on Sunday. It was not disputed that the defendants did in fact shave customers on Sunday mornings. Now, the Act provides that "no tradesman, artificer, workman, labourer, or other person whatsoever" shall, under pain of a fine, "do or exercise any worldly labour, business, or work of his ordinary calling upon the Lord's Day (works of necessity and charity excepted)." It was urged, in defence, that shaving is not a trade, and the magistrate adopted this view, and was of opinion that the act of shaving would not bring the defendants within the statute. To meet this, however, it was shewn that the defendants exhibited for sale such things as hair-wash, pomade, &c. In face of this the magistrate felt bound to convict, and fined the defendants one penny each without costs. About three years ago an exactly similar case was brought before the stipendary magistrate for Sheffield, who decided that a barber does come within the words of the Act (tradesman, artificer, &c.), and that shaving was "exercising his ordinary calling," and the offending barbers were convicted. It is true that the conviction was quashed, but upon quite another point—namely, whether the consent of the chief constable had been obtained before commencing proceedings: *Thorpe* v. *Priestnall* (45 W. R. 223; 1897, 1 Q. B. 159). The two magistrates, therefore, have taken different views and the High Court has not yet been called upon to decide this weighty question. It is difficult, however, to see why a barber is not a tradesman. Shaving is a handicraft, and the dictionaries seem to agree that the word tradesman includes a handicraftsman, or anyone who gains his living by any form of skilled manual work. It is certainly arguable, too, that he comes under the descriptions "artificer" or "workman." The word "trader" seems necessarily to imply the buying and selling of things, but "tradesman," it is submitted, is a word of wider meaning. The point does not seem to have been raised in the recent case that shaving is a work of necessity, but the Sheffield magistrate decided that it is not. Giving, however, a reasonably wide interpretation to "necessity," it is certainly arguable that shaving comes within it. But, whatever may be thought of the inconsistent opinions of the magistrates, and whatever may be thought of the persons who start such proceedings, it is clear that a penalty of one penny without costs is practically a refusal to enforce the law. This Act of Charles II. is in fact obsolete, and the sense of an overwhelming majority of the public is strongly against enforcing its provisions. Sunday trading ought, no doubt, to be regulated by law, and kept within reasonable bounds, but this object cannot be obtained satisfactorily under this ancient Act. The whole subject of Sunday observance, Sunday amusements, and Sunday trading ought to be taken in hand by Parliament, and brought forward from the requirements of the seventeenth to those of the twentieth century, which is almost upon us.

THE HISTORIC CASE of the lawyer, the client, and the oyster has been retailed too long for any reasonable person to hope that it will ever be accepted as entirely apocryphal. A correspondent has, however, been fortunate enough to make what he believes to be a discovery of some importance in connection with the matter, and one tending to shew a legal origin for any such practice in this country, and he has favoured us with a somewhat elaborate argument on the subject. The discovery, he says, "is this, that in part at least of what he is credited with doing—namely, the return of a shell to each of his clients, the lawyer was not (as has hitherto been supposed) cynically restoring something to his clients because it was not of any intrinsic value to himself, but very properly declining to retain that to which the clients could not *primâ facie* give him any title. For in the case of *Bagot* v. *Orr* (2 Bos. & P. 472), heard in 1801, but manifestly declaring pre-existing law, although it was held that, *primâ facie*, every subject has a right to take 'fish found upon the sea-shore between high and low water-mark,' yet the court observed that, as no authority had been cited to support the subject's claim to take shells, they should pause before they established a general right of that kind. In the historic case first mentioned it may, we think, be taken for granted, first, that the client only had one oyster, for otherwise we should have heard of more than two shells being returned; and, secondly, that the oyster had not been bought in *market overt* (for no man would buy one oyster, and, if he did, his title to an oyster so bought would have been clear), but 'found upon the sea-shore.' It may also be taken that it had been found 'between high and low water-mark,' for no oyster could exist above high water-mark (and that it was at least picked up alive is shewn by the fact that it was not returned to the clients along with the shells), and below low water-mark oysters do not exist singly, but in beds or numbers, and no man would possess himself of a single oyster when he had a whole bed of them before him. The case, therefore, appears to fall exactly within the ruling of *Bagot* v. *Orr*, and the lawyer, whilst recognizing that decision as an authority for his clients' (and consequently for his own) *primâ facie* title to the fish, was well advised to return to the clients those shells to which they had at the outside a bare possessory right, and which were more probably the property of the lord of some manor, or of the Crown itself. With regard to the rest of the historic case—namely, the generally accepted view that the oyster was eaten by the lawyer, it may be sufficient to observe that it has never been suggested that the client had any other property than the oyster available for a fee (for of the shells, as has been seen, they had but possession without property), or that they made any such improbable suggestion to the lawyer as that he should act without a fee."

OUR READERS may possibly remember that in the discussion which took place in our columns some time ago as to who was the oldest practising solicitor in England and Wales, we had no sooner comfortably enthroned a venerable practitioner as the "father" of all solicitors when down came a Lyddite shell into our camp in the shape of a remonstrance from some friend of a yet more venerable solicitor, in relation to whom our own "selection" was clearly shewn to be quite a youngster. After having had our infallibility severely shattered by this continuous bombardment, we retired from the contest. We only now reappear to inquire, with the greatest possible deference, whether there is any practising solicitor now living who can shew a greater age or longer practice than that which we find attributed in the *Daily Mail* to Mr. GEORGE HENSMAN, of the firm of Messrs. HENSMAN & MARSHALL, of No. 62, Lincoln's-inn-fields. He was admitted in Easter Term, 1835, and his name appears in the *Law List* for 1899 as still in practice, and he is stated to be in his ninetieth year. If anyone has any objection to Mr. HENSMAN's being declared the oldest practising solicitor, he is forthwith to declare it.

The December Sessions at the Central Criminal Court will begin on Monday next. Mr. Justice Bruce will be presiding judge.

TWO STAMP DUTY CASES.

ON Wednesday of the present week the Court of Appeal (A. L. SMITH, COLLINS, and VAUGHAN WILLIAMS, L.JJ.) gave judgment in two important stamp duty cases, the result of the judgment in each case being adverse to the Inland Revenue Commissioners.

In *Swayne* v. *Inland Revenue Commissioners* (47 W. R. 300; 1899, 1 Q. B. 355) the court affirmed the judgment of the Divisional Court (WILLS and BRUCE, JJ.), and rejected the novel contention of the commissioners that upon a sale of a part of property comprised in a lease, subject to an apportioned rent, the capitalized value of the rent is to be taken into account in ascertaining the amount of the consideration for the purpose of *ad valorem* stamp duty. The contention was founded on section 57 of the Stamp Act, 1891, whereby it is enacted that when property is "conveyed to any person in consideration, wholly or in part, of any debt due to him, or subject either certainly or contingently to the payment or transfer of any money or stock, whether being or constituting a charge or incumbrance upon the property or not, the debt, money, or stock is to be deemed the whole or part, as the case may be, of the consideration in respect whereof the conveyance is chargeable with *ad valorem* duty." Since leaseholds are assigned subject to the payment of the rent reserved by the lease, it is possible to say, if the above words are taken strictly, that the property is conveyed subject to the payment of money; but such a construction is quite opposed to the practice which has hitherto prevailed, and is, moreover, as was clearly shewn in the judgment of the Divisional Court, opposed to the reason for which section 57 was enacted. Where the purchaser, by satisfying the liability subject to which he takes the property, can obtain the unincumbered ownership, it is fair that the liability should be taken into account in assessing the duty. Otherwise, by taking subject to a mortgage, and then immediately discharging the mortgage, the purchaser would be able to avoid payment of the proper sale duty. "The *ad valorem* duty," it was said by MARTIN, B., in *Mortimore* v. *Commissioners of Inland Revenue* (2 H. & C. 838), in a passage quoted by BRUCE, J., in his judgment in the present case, "shall be paid on the entire consideration, which, either directly or indirectly, represents the value of the free and unincumbered *corpus* of the subject-matter of the sale." But in the case of leaseholds it is impossible thus to get rid of the liability and obtain the unincumbered ownership. The liability to pay rent is inherent in the nature of the property, and it is only subject to this continuing liability that the purchaser takes it. Upon this ground the Divisional Court, and now the Court of Appeal, have held that the case does not fall within section 57.

The Inland Revenue Commissioners have, indeed, themselves shewn how untenable is their contention by claiming the additional duty only in cases where a part of the demised premises are sold at an apportioned rent. In *Swayne* v. *Inland Revenue Commissioners* a piece of ground and three houses in course of erection, and which were afterwards known as 6, 7, and 8, Bowden Hill-terrace, were demised in 1893 for ninety-nine years at a yearly rent of £3 16s. 6d. In 1894 a piece of land and and two other houses in course of erection—9 and 10 in the same terrace—were demised to the same lessee for a like term, at a rent of £2 11s. In 1897 the lessee sold all the houses, except No. 6, to A. P. SWAYNE, at the price of £503. Nos. 9 and 10 were assigned subject to the rent of £2 11s.; Nos. 7 and 8 were assigned subject to the apportioned rent of £2 11s. The commissioners made no claim in respect of the original rent of £2 11s. due out of Nos. 9 and 10, but they claimed *ad valorem* duty on the £503 and also on the capitalized value of the apportioned rent due out of Nos. 7 and 8. But it is obvious that whatever reason existed for charging duty on the capitalized value of the apportioned rents on Nos. 7 and 8 equally existed for charging duty in respect of the original rent on Nos. 9 and 10. Upon the fair construction of section 57 there is, however, no reason, for charging duty in either case, and so the Court of Appeal have held. It is to be noticed that the apportionment of rent in this case was perfectly proper. Each house was chargeable with £1 5s. 6d., and Nos. 7 and 8 therefore bore their strict share—viz., £2 11s.

This circumstance was relied upon both in the Divisional Court and in the Court of Appeal. Where the apportionment is not equal, so that a greater share is thrown upon the part of the property conveyed than it should bear—or possibly the entire rent—other considerations arise, and in such a case the commissioners may still contend that additional duty is payable. The merits of such a contention are left untouched by this decision.

The other stamp duty case just decided by the Court of Appeal—*Knights Deep (Limited)* v. *Commissioners of Inland Revenue (supra)*—settles the disputed question as to the amount to be charged in respect of debentures where by the conditions of the debentures the company reserves the option to pay off the principal at a premium. The Knights Deep (Limited) issued £100 debentures at £5 10s. per cent. interest, and it was provided by one of the indorsed conditions that at any time after the 1st of January, 1900, the company might redeem the debentures on giving six calendar months' notice in writing. On the expiration of the notice the sum of £103 was to become payable as if the same were the amount of the money secured. It will be observed that the obligation imposed on the company here was different from that imposed in *Rowell* v. *Inland Revenue Commissioners* (1897, 2 Q. B. 194). There, upon the issue of £100 debentures, the company agreed on the day fixed for payment, or on such earlier day as the principal moneys secured should become payable, to pay the sum of £100, together with a premium of £7 10s. Thus, immediately on the issue of the debenture, the company became bound to pay the sum of £107 10s., and it was held by VAUGHAN WILLIAMS, J., that, for the purpose of stamp duty, the amount secured by the debenture was to be taken to be £107 10s. He distinguished, however, the case where the company placed themselves under no absolute obligation to pay the increased amount, but simply took an option to redeem at a premium. "If," he said, "in this particular case there had been an option about the payment of the £7 10s.—that is to say, if there had been no time fixed at which the company were bound to redeem the debenture at £107 10s., but only an option given them at any time to pay off the debenture, if they thought fit to pay the premium of £7 10s., I should have said that the £7 10s. was not included in the money secured by the debenture, but that it was a mere price paid for the privilege of redeeming."

The case which was thus described by VAUGHAN WILLIAMS, J., in *Rowell* v. *Inland Revenue Commissioners*, and excepted by him from the effect of the decision he was then giving, has arisen in *Knights Deep (Limited)* v. *Inland Revenue Commissioners*, but the Divisional Court (WILLS and BRUCE, JJ.), nevertheless, failed to see the importance of the point that the condition of the debenture imposed no absolute duty upon the company to pay in any event, but left it optional with the company whether the obligation should arise. The circumstance that in a certain event the amount to be paid would be £103 was considered to fix that sum as the amount in respect of which stamp duty was to be charged, notwithstanding that the event lay entirely within the option of the company. In fact, however, the company, by keeping this event within their option, prevent the premium from forming any part of the sum secured. The obligation imposed upon them by the debenture is an obligation to pay £100 and no more, and if they choose to give notice to redeem before the due date, and so incur an obligation to pay the additional amount, this is paid by them as a condition of redeeming. In the words of VAUGHAN WILLIAMS, L.J., in *Rowell* v. *Inland Revenue Commissioners*, it is "the price paid for the privilege of redeeming." The same view has been adopted in the Court of Appeal, and it is thus settled that debentures of the kind in question are only chargeable with duty on their face value.

The judgment of the Divisional Court in *Knights Deep (Limited)* v. *Inland Revenue Commissioners* was given a year ago, and in the past twelve months, and probably also before that date, there must have been numerous instances in which £100 debentures have been required to be stamped with a duty of 3s. 9d. instead of 2s. 6d. The present judgment of the Court of Appeal shews that this has been an illegal exaction, and there is of course a plain duty imposed in the commissioners to refund the amounts which have thus been overcharged. No doubt they will at once take steps to discharg e this duty.

COSTS OF SALE IN PARTITION ACTIONS.

THE conflicting decisions as to what is a "share" for the purposes of a sale under the Partition Acts, and as to the sets of costs to be allowed out of a fund in court in respect of incumbered and other shares, were to some extent considered by STIRLING, J., in the recent case of *Graham* v. *Lord Clinton*, heard by him on the 30th of November (reported elsewhere). The authorities were elaborately reviewed by NORTH, J., in the year 1890 in the case of *Belcher* v. *Williams* (39 W. R. 266, 45 Ch. D. 520), and again by KEKEWICH, J., in 1893 in *Catton* v. *Banks* (41 W. R. 429, 1893, 2 Ch. 221), and these conflicting decisions came before CHITTY, J., in a case of *Ancell* v. *Rolfe* (shortly reported in 40 SOLICITORS' JOURNAL 239, and at p 9 of the Weekly Notes for 1896). In *Belcher* v. *Williams*, where the plaintiffs were entitled to a moiety of the estate subject to some mortgages, the defendants were entitled to the other moiety upon which there was no mortgage. The estate having been sold, it was held that the costs of all parties, including those of the mortgagees, must be paid first out of the proceeds of sale; that there is no fixed rule in partition actions, as there is in administration actions, that only one set of costs will be allowed upon each share of the property; and that, under section 10 of the Partition Act, 1868, the court has an absolute discretion as to the costs of the partition action up to the trial, but that, as a general rule, it will order those costs to be borne by the whole estate—that is, by each share in proportion to its own value, the shares for this purpose being ascertained at the date of the chief clerk's certificate. In *Catton* v. *Banks*, however, where real estate divisible under a settlement in three equal shares, of which two were incumbered and the third was unincumbered, was sold in a partition action, and the proceeds were paid into court, KEKEWICH, J., after concurring with NORTH, J., that the costs were a matter of discretion, but declining to agree with his ruling as to the date when a share ought to be taken to be ascertained, decided that only one set of costs in respect of each share should be allowed out of the fund in court. Lastly, in *Ancell* v. *Rolfe*, where the chief clerk had certified that the property was divisible into six shares, two of which only were incumbered, CHITTY, J., held that (1) only one set of costs ought to be allowed in respect of each share; (2) the time for ascertaining the shares of the persons interested in the property was the date of the chief clerk's certificate; and (3) the court has a general discretion as to the costs, and, as a rule, will not allow parties representing an incumbered share any additional costs incurred by reason of such incumbrance, which, unlike a settlement or assignment, creates no further sub-division of a share.

In *Graham* v. *Lord Clinton* the certificate found that, with regard to the sixteen parts into which, for convenience of tracing the title, the property was treated as divisible, the person interested in eight such sixteenths were Lord CLINTON and his incumbrancers; that as to five other sixteenths, originally the property of one person, they had passed under the marriage settlements, dated in 1846 and 1850 respectively, of two sisters, subsequently Mrs. VIVIAN and Mrs. GRAHAM; and that as to the remaining three sixteenths, the persons interested were, as to a fraction of the mines and minerals, a Mr. BEAUCHAMP, and, as to the rest of such sixteenths, a brother and two sisters, the sisters' shares being settled by settlements dated in 1847 and 1848 respectively. The certificate also found who were the persons interested at its date under the VIVIAN and GRAHAM settlements. The title of Lord CLINTON and his incumbrancers was proved by a series of documents commencing in 1809, and the evidence as to the GRAHAM interests and the three sixteenths respectively was of about the same bulk, but that as to the VIVIAN interests was much more voluminous, and in part related to dealings by the various beneficiaries *inter se*.

It was contended on behalf of Lord CLINTON and his incumbrancers, owners of one moiety, that the proceedings had not been proportionately for their benefit, and that the circumstances of the case were such that there should not be any costs up to sale, and that the costs of each party should be borne by his own share; and that in any case the shares were to be treated as consisting of the eight, five, and three sixteenths

respectively, so that only three sets of costs should be allowed, and that the certificate was wrong in finding any subsequent sub-shares or interests. The cases of *Young* v. *Young* (L. R. 13 Eq. 175) and *Agar* v. *Fairfax* (17 Ves. 557) were referred to. It was also urged that the case was governed by the new rule 14*b* of order 65, which provides that "the costs of inquiries to ascertain the persons entitled to any legacy, money, or share, or otherwise incurred in relation thereto, shall be paid out of such legacy, money, or share, unless the judge shall otherwise direct." On behalf of the various owners of the other moiety of the property and their incumbrancers, it was contended that, on the authority of *Belcher* v. *Williams*, *Catton* v. *Banks*, and *Ancell* v. *Rolfe* (*ubi supra*), the shares were ascertainable at the date of the certificate, and were the shares of the several VIVIAN, GRAHAM, and other beneficiaries so found; and that, whilst only one set of costs should be allowed for each incumbered share, all the costs (except those as to the dealings *inter se* of the various VIVIAN beneficiaries) ought to come out of the entire fund before any division was made among the beneficiaries; and this latter contention prevailed.

STIRLING, J., after referring to the old rule whereunder no costs were allowed out of the fund down to sale, and giving as an illustration of the inconvenience of the old practice the not infrequent case where the plaintiff, who had at his own expense to make all persons having any possible interest in the property actual defendants, and accordingly had sometimes to apply to have the hearing advanced lest the death of some one of the defendants should happen before the hearing, pointed out that the present practice was, as a general rule, to allow all proper party and party costs out of the general proceeds of a sale, inasmuch as all parties had had the benefit of it; and held that, whilst, as a general rule, the owner of each beneficial share and his incumbrancers would be entitled to one set of costs between them, there was an overriding discretion in the court to prevent unnecessary expense being incurred. He declined to accede to the argument that in the present case there should be only three sets of costs, based on the headings of the certificate as above; and, on being informed that in effect there had only been four solicitors employed, gave, by way of information for the guidance of the taxing-master, an intimation that there might be one set of costs to Lord CLINTON and his incumbrancers; another to the VIVIAN beneficiaries and their incumbrancers (excluding the costs as to their dealings *inter se*); another to the GRAHAM beneficiaries, the trustees of one of them, and the incumbrancer of another; and another set to the owners of the three sixteenths, with certain special allowances in the last case in respect of the proof of Mr. BEAUCHAMP's title, and his appearance at the hearing by separate counsel. Further, whilst not prepared to hold that the new rule 14*b* of order 65 could in no case apply to partition actions, he decided that it had not any application here. The costs in respect of any assigned or incumbered share were directed to be applied first, in the usual way, in or towards payment of the assignees' or incumbrancers' costs. His lordship also had no hesitation in holding that the certificate was right in finding the beneficial interests, the original inquiry having been directed in the usual form as to who were the persons interested, and in what shares and proportions.

If the questions on which the above decisions turned should ever come before the Court of Appeal, it may, we think, be predicted that the following rulings will obtain: (1) That the time for ascertaining a share is the date of the master's certificate; (2) that the shares to be so ascertained are those of the beneficial owners respectively; (3) that for each share so ascertained and its incumbrancers one set of costs will *primâ facie* be allowed, but that the court has an overruling discretion in the matter, and would be inclined to discourage any attempt to make costs, and probably would encourage a reasonable application for a classification order; and (4) that ord. 65, r. 14*b*, does not apply when, as in a partition action, the inquiries are originally directed to ascertaining what are the shares of an entire estate.

Mr. Justice Cozens-Hardy will next week take cases from Mr. Justice Stirling's list.

REVIEWS.

DEBENTURES.

A TREATISE ON THE LAW RELATING TO DEBENTURES AND DEBENTURE STOCK ISSUED BY TRADING AND PUBLIC COMPANIES AND BY LOCAL AUTHORITIES. WITH FORMS AND PRECEDENTS. By PAUL FREDERICK SIMONSON, M.A. (Oxon.), Barrister-at-Law. SECOND EDITION, REVISED. Effingham Wilson; Sweet & Maxwell (Limited).

The law relating to debentures has been rapidly growing in interest and importance of recent years. This form of security has been found so useful in raising capital that to a large extent it has supplanted ordinary share capital in supplying companies with funds. According to an estimate quoted by Mr. Simonson, from evidence given before a House of Lords Committee, the debenture capital of companies is between a third and a quarter of their share capital and amounts to between £300,000,000 and £400,000,000. These are the debentures of trading companies. There are in addition the debentures and debenture stock issued by companies incorporated by special Act of Parliament and by local authorities. Altogether debentures represent a vast amount of property, and the intricacy of the law which has grown up about them justifies the careful exposition of it which Mr. Simonson has given. The first two parts, constituting the greater part of the work, deal with the debentures of companies registered under the Companies Act, 1862, the first part describing the issue and qualities of the debentures, and the second the rights and remedies of the holders. In connection with debentures issued to bearer Mr. Simonson suggests that, so far as they purport to create a charge on land, they are void under the Statute of Frauds unless they are issued to a specified person "or bearer." A debenture issued to bearer simply does not, he says, comply with the requirement that the memorandum in writing to satisfy the statute must contain the names of the parties. Possibly this is so, but it is to be remembered that the insertion of the actual name is not required. Any description, such as "proprietor" or "mortgagee," from which the party can with certainty be identified, is sufficient, and it would seem that "bearer" falls under this head. Upon the important question of the negotiability of debentures to bearer Mr. Simonson points out the variance between *Crouch* v. *Credit Foncier* (L. R. 8 Q. B. 374) and *Goodwin* v. *Robarts* (L. R. 10 Ex. 337), and states the question to be still an open one. There is now the authority of Kennedy, J., in *Bechuanaland Exploration Co.* v. *London Trading Bank* (1898, 2 Q. B. 658) in favour of their negotiability. In such matters as the creation of charges on uncalled capital, the freedom of debentures from registration as bills of sale, the borrowing powers of companies, the appointment of receivers and managers, and the right of subrogation, there have been important decisions within the last few years, and the effect of these appears to be correctly stated. The form of order which is made in a debenture-holders' action is dealt with at pp. 191, &c. Hitherto a good deal of difficulty has been felt in settling the minutes of the order so as to suit the requirements of different judges. It is important to notice that a general form has now been settled by North and Kekewich, JJ.: see *Downes* v. *Wolverhampton Brewery* (*Limited*) (*ante*, p. 74). The third part discusses debentures and debenture stock issued by public companies and local authorities under statutory provisions. The appendix contains a full set of forms. The utility of the work would have been increased had the references to the different series of reports been supplied.

BOOKS RECEIVED.

The Yearly County Court Practice, 1900: Founded on Archbold's "County Court Practice," and Pitt-Lewis's "County Court Practice." By G. PITT-LEWIS, Q.C., C. ARNOLD WHITE, B.A., Barrister-at-Law, ARCHIBALD READ, B.A., Barrister-at-Law. The Chapter on Costs and the Precedents of Costs, by Mr. MORTEN TURNER, Registrar of the Watford County Court. Two Volumes. Butterworth & Co.; Shaw & Sons.

The Rights and Duties of Justices. By R. D. M. LITTLER, C.B., Q.C., Chairman of the Quarter Sessions of Middlesex, and ARTHUR HUTTON, Barrister-at-Law. Butterworth & Co.

In trying the action against Sandow the other day (says the *St. James's Gazette*) Mr. Justice Darling amused his audience and distinctly scored off the military authorities when, *apropos* of Sandow's School of Physical Culture, he observed that "some sapient person has made a rule that unless a young man weighs so much he shall not be admitted to the army—a rule which would have excluded Lord Wolseley, Lord Roberts, the Duke of Wellington, and——." The junior bar was smiling audibly, and was not sure whether or not his lordship added in the fourth place the word "myself."

CORRESPONDENCE.

COSTS OF APPLICATION FOR JUDGMENT UNDER ORDER 14.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read with considerable interest the letter from "Lex" in a recent issue [*ante*, p. 40], and although unfortunately I cannot enlighten him, I can support his testimony as to the way in which the masters of the Queen's Bench Division deal with ord. 14, r. 9 (*b*) Ever since the rule came into operation I have been endeavouring to obtain an order under it, but have never succeeded.

Some weeks ago I opposed a summons under order 14, and in my affidavit I carefully dealt with correspondence that had been passing for a considerable time between the parties, and which shewed conclusively what the dispute was. The action arose out of a complicated account, and was a typical example of a case in which a summons under order 14 ought not to have been issued.

The plaintiff's solicitor applied for an adjournment to answer my affidavits, and the summons was adjourned to the first open day, it being vacation. He did nothing for several weeks, and then he came to see me to ask me to consent to the action being remitted to a county court, to which I declined to agree. I heard nothing further for a week or two, and then he sent me notice that he had restored his summons to the master's list. Upon the hearing of the summons, he said that he did not propose to answer my affidavit, and asked for an order remitting the action to a county court. I urged that the summons should be dismissed with costs, and carefully argued the matter to the master, who merely said that the plaintiff was entitled to make an attempt to obtain a judgment under order 14; that while the plaintiff had sworn that the defendants were indebted to him, the defendants had sworn that they were not so indebted, and this could only be decided by the action being tried, and he sent it to an official referee. I put it to the master that what he had said did not affect my right to an order dismissing the summons, with costs, because the plaintiff knew perfectly well that he could not possibly obtain a summary judgment, and that the rule was intended to meet such a case as the one in question.

After all, this is only one of the many injustices that we suffer at the hands of masters of the Queen's Bench Division, for two reasons: First, that those masters, as a rule, are not selected from men who have had previous experience of the business; and secondly, that there are too few masters, and therefore the work is rushed.

A PRACTITIONER.

NEW ORDERS, &c.

THE LAND TRANSFER ACT, 1897.

ORDER IN COUNCIL.

At the Court at Windsor, the 28th day of November, 1899. Present, The Queen's Most Excellent Majesty in Council.

Whereas it is expedient, as regards certain portions of the County of London, that the operation of the Order in Council dated the eighteenth of July, one thousand eight hundred and ninety-eight, and made pursuant to the Land Transfer Act, 1897, should be postponed:

Now, therefore, Her Majesty is pleased, by and with the advice of Her Privy Council, to order and declare that, as regards the hereunder-mentioned portions of the said county, the said Order is to be read and to take effect as if the Schedule thereto had been expressed as follows:—

Portions of the County.	Days on and after which Registration of Title to Land is to be compulsory on Sale.
The parishes of Christ Church (Southwark), Saint George the Martyr, Camberwell, Horselydown, Lambeth, Bermondsey, Newington, Rotherhithe, Saint Olave and Saint Thomas, Saint Saviour and the detached part of the parish of Streatham situate between the parishes of Lambeth and Camberwell	1 January, 1900
The parishes of Battersea, Clapham, Putney, Tooting Graveney, Wandsworth, and the remainder of the parish of Streatham ...	1 May, 1900
The remainder of the county, except the city of London	1 November, 1900
The city of London	1 May, 1901

A. W. FITZROY.

RULES PUBLICATION ACT, 1893.

COUNTY COURTS.

In pursuance of Section 3 (3) of the above Act notice is hereby given:—

(1) That the undermentioned Orders have been made by the Lord Chancellor—

Postponing the coming into operation of certain provisions of "The County Courts (Districts) Order in Council, 1899," and of other consequential provisions as to certain Court Districts and Court Towns, viz.:—Millom, Stockton-on-Tees, and Jarrow.

(2) That such Orders so issued are Statutory Rules and have been numbered and printed under the above Act, and that they may be referred to by their short titles or by their numbers as Statutory Rules as hereunder specified.

(3) That copies of such Statutory Rules may be purchased, either directly or through any Bookseller, from Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C., and 32, Abingdon-street, Westminster, S.W.; or John Menzies & Co., 12, Hanover-street, Edinburgh, and 90, West Nile-street, Glasgow; or Messrs. Hodges, Figgis, & Co., Limited, 104, Grafton-street, Dublin.

List of Orders to which the above Notice refers.

The County Courts (Districts) Postponement Order, No. 7; Statutory Rules and Orders, 1899, No. 837. L. 38.

The County Courts (Districts) Postponement Order, No. 8; Statutory Rules and Orders, 1899, No. 838. L. 39.

The County Courts (Districts) Postponement Order, No. 9; Statutory Rules and Orders, 1899, No. 830. L. 40.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 4th day of December, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1899—W.—No. 3,770).

In the Matter of Williams & Company, Limited Alfred Edward Gould v Williams & Company, Limited. HALSBURY, C.

CASES OF THE WEEK.

Court of Appeal.

DE BRAAM v. FORD. No. 2. 6th Dec.

BILL OF SALE—TIME FOR PAYMENT—PROVISION FOR PAYMENT "ON OR BEFORE" A SPECIFIED DAY—STATUTORY FORM, "ACCORDANCE" WITH—"STIPULATED TIMES OR TIME"—BILLS OF SALE ACT, 1882 (45 & 46 VICT. c. 43), s. 9; SCHEDULE.

This was an appeal by the defendant from a decision of North, J., who had decided that a bill of sale, providing for payment "on or before the first day of November, 1899," was void as not requiring, in accordance with the form in the schedule to the Bills of Sale Act, 1882, payment "at stipulated times or time," and had granted an *interim* injunction to restrain the defendant from removing or seizing the goods comprised in the bill of sale. The plaintiff and his wife, to secure money borrowed by the former from the defendant, gave the defendant a bill of sale of certain furniture. The principal moneys secured were to be paid "on or before the first day of November, 1899," but were not then paid. The defendant therefore took steps to realize his security. The plaintiff then commenced this action, claiming a declaration that the bill of sale was void, and an injunction to restrain the defendant from removing or seizing the furniture. On motion for an *interim* injunction North, J., made the order asked for. The defendant appealed.

THE COURT (LINDLEY, M.R., JEUNE, P., and ROMER, L.J.) allowed the appeal.

LINDLEY, M.R., said: I do not think we need trouble you to reply, Mr. Reed. This is one of those cases on which opinions are liable to differ, and in which we have to do what we very seldom have to do—that is, to attend to forms and not to the substance of the matter. We are driven by the Act of Parliament to do that; and we cannot complain, because it is our duty to observe the provisions of that Act. The 9th section of the Bills of Sale Act, 1882, says this: "A bill of sale made or given by way of security for the payment of money by the grantor thereof, shall be void unless made in accordance with the form in the schedule to this Act annexed." Then a form is given in the schedule. Now, this bill of sale is not in that form. That is plain enough, and, therefore, the question is whether it is "in accordance" with the form. There is the old difficulty, which has been puzzling the courts ever since this section came before them, What is meant by "in accordance with" the form? I really do not know, I confess, what to say about that question. Every departure from the scheduled form does not make a bill of sale void, and it is extremely difficult to say what amount of divergence has that effect. I can only take refuge in the language which was used by Lord Macnaghten

in *Thomas* v. *Kelly* (37 W. R. 353, 13 App. Cas. 506): "When is an instrument which purports to be a bill of sale not in accordance with the statutory form? Possibly when it departs from the statutory form in anything which is not merely a matter of verbal difference. Certainly I should say when it departs from the statutory form in anything which is a characteristic of that form" Now, what is a "characteristic" of the form? One characteristic is this, a certain date of payment. You get that out of the schedule which contains the form, under these words: that the borrower—that is, the giver of the bill of sale—"doth further agree and declare that he will duly pay to" the lender "the principal sum aforesaid, together with the interest then due by equal payments of £ , on the day of [*or whatever else may be the stipulated times or time of payment*]." Then it goes on that the borrower also agrees with the lender that he will comply with any terms which the parties may agree to for the maintenance or defeasance of the security. It is obvious that the time for payment is a "characteristic" of the form in the schedule to the Bills of Sale Act. Now, what is to be understood by the time for payment? To my mind the expression is unambiguous. It is the time at which payment becomes obligatory, at which the borrower must pay, after which, if he does not pay, he may be sued for payment. The time when that obligation to pay is to arise must be definitely stated; that is what appears to be the characteristic of this form as regards the time for payment. Taking that view, it has been decided, very properly, in my opinion, on the construction of section 9 of the Act, that if the time for payment is not distinctly specified the bill of sale is not "in accordance with the form." Therefore an agreement to pay on demand, or to pay seven days after demand, or to pay what the grantee might become liable to pay under a guarantee—all of which are perfectly sensible, businesslike arrangements—is not in accordance with the form. But now we are asked to stretch that a little farther, and to say that, though a time for payment is fixed, the bill of sale is not in accordance with the form, and is void, because a borrower stipulates that he may pay sooner. That, certainly, is rather startling; but then it is startling because one is in the habit of striving to get at the substance and to disregard the mere form. That habit, though good in nearly all other cases, is bad in cases under this Act of Parliament, and we must not allow ourselves to be misled by it. Now, suppose that this bill of sale had provided absolutely for payment on the 1st of November, 1899, and that then there had been a proviso that the grantor might redeem before that date on payment of principal and interest: that would have been in perfect accordance with the form. Expanded in that way it would be covered by the words in the schedule to the Act, "here insert terms . . . which the parties may agree to for the maintenance or defeasance of the security" —that is, either for maintaining or for putting an end to it. In the present case, therefore, we are reduced to this: are we to say that because this bill of sale is not in that latter form it is not "in accordance with" the the statutory form? I cannot go that length; it is too fine a distinction. It is splitting hairs; and I say that although, as I have stated, we are bound in this case to attend to form and not to substance. With great deference to the learned judge, therefore, I think this bill of sale is in accordance with the statutory form. The appeal must be allowed, and the order discharged.

JEUNE, P., and ROMER, L.J., delivered judgment to the same effect.—COUNSEL, *Herbert Reed*, Q.C., and *G. Thorn Drury*; *Macnaghten*, Q.C., and *Stewart Smith*. SOLICITORS, *Emery Davies*; *George J. Fowler*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

GRAHAM *v.* **LORD CLINTON.** Stirling, J. 29th and 30th Nov.

COSTS—PARTITION ACTION—PARTITION ACT, 1868 (31 & 32 VICT. c. 40), s. 10—R S.C. LXV. 14 (*b*).

In a partition action where lands had been sold, the only question remaining was as to costs. The estate was severed long ago, one moiety being now held by Lord C. in strict settlement; of the other moiety five-sixteenths was divided between two families G. and V. between 1840 and 1850; the remaining three-sixteenths devolved otherwise in 1825. The plaintiffs owned one moiety of the five-sixteenths, the trustees of which were some of the defendants, who had however appeared in chambers with the plaintiffs. Lord C., alleging that the interest of all others was opposed to his and that their titles required voluminous investigation, asked that the costs down to the sale should not be allowed out of the proceeds, or that each party should bear his own costs afterwards: *Simpson* v. *Ritchie* (21 W. R. 666, L. R. 16 Eq. 103). In opposition it was contended that the sale was impossible until "all persons interested" were duly found, and the costs of all should come out of the proceeds of sale: North, J., in *Belcher* v. *Williams* (39 W. R. 266, 45 Ch. D. 510), followed by Chitty, J., in *Ancell* v. *Rolfe* (W. N. (1896) 9), see also *Catton* v. *Banks* (41 W. R. 249; 1893, 2 Ch. 221).

STIRLING, J., after stating the facts and observing that the divisions into which the property had fallen had subsisted for a very long time, continued: This is an ordinary partition action, in which judgment for partition has been given with directions for inquiries ordered in common form; there follow the words "If it shall be certified that all persons interested were parties to this action . . . and the persons interested to the extent of one moiety or upwards should request a sale, and the persons interested in the remainder should not shew good cause to the contrary, it was ordered that the said lands and hereditaments should be sold." Now, the certificate is a long one, and is obviously the result of great labour, and therefore must be costly. But there is no suggestion that the proceeds of the sale will not meet such expenses and leave a considerable surplus for partition. The question is whether any special directions ought to be given as to the incidence of the costs incurred upon the various parties? I agree with what has been said by North, J., in *Belcher* v. *Williams* (39 W. R. 266, 45 Ch. D 510), that since the passing of the Partition Act it has been usual to give the costs of all parties out of the proceeds of sale. Previously the practice was that no costs were allowed down to the hearing, and that was considered a great grievance, because the costs of the plaintiffs, who had to bring all the parties together and to shew their titles and to prepare a bill for partition, frequently larger than all the documents put together in the present case, were necessarily largely in excess of the costs of any other party. This was put an end to by the provisions of section 10 of the Partition Act of 1868, and ever since the practice has been as stated by North, J. In my opinion that practice ought not to be departed from except for special reasons. I quite agree that the court has a discretion where costs have been unjustly accumulated; but it is often advantageous and more beneficial on the whole that the sale of an estate held in divided shares should be made in its entirety. Applying these considerations to the present case, I am asked to consider the bearing of ord. 62, r. 14 (*b*); on this I will say very little, but I should be slow to hold it not applicable to a partition action. A judge ought not to be too ready to direct that the costs of inquiries as to particular shares should come out of the *corpus*. But in the present case, being unable to make inquiries from the master by whom the certificate was made and having listened to all the arguments addressed to me, I am not satisfied that I should not be doing greater injustice if I were to depart from the usual practice. The costs of all parties will therefore come out of the *corpus*.—COUNSEL, *Upjohn*, Q.C., and *G. Broke Freeman*; *Jenkins*, Q.C., and *Stock*; *E. S. Ford*; *Dauney*; *Tudor*. SOLICITORS, *Carthew & Wheeler*, for *Graham & Graham*, St. Austell; *Street, Poynder, & Whatley*, for *Hearle, Cock, & Parkin*, Truro.

[Reported by W. H. DRAPER, Barrister-at-Law.]

Re **NEVILL AND NEWELL AND VENDOR AND PURCHASER ACT, 1872.** Kekewich, J. 30th Nov.

LEASE—SETTLED LAND—TENANT FOR LIFE—BUILDING LEASE—RESERVATION OF MINERALS—SETTLED LAND ACT (45 & 46 VICT. c. 38), ss. 6, 13, 17, 20.

This was a novel question as to the validity or non-validity of a building lease which purported to be granted under the Settled Land Act, 1882. The question was raised for decision by a summons under the Vendor and Purchaser Act, 1872, and was argued upon an agreed statement of facts which was, shortly, to the following effect: The respondent—the vendor—on the 8th of July, 1899, agreed in writing to sell to the applicant—the purchaser—a property known as "Llangollen" at Sea View in the Isle of Wight. "Llangollen" formed part of the estate comprised in a settlement made by a will dated the 24th of December, 1860, and the tenant for life under the settlement had applied for and, on the 8th of August, 1883, obtained an order in chambers from the court "In the matter of the said estate and in the matter of the Settled Land Act, 1882," authorizing him (*inter alia*) "to make from time to time building leases of" the estate comprised in the settlement, "or" of "any part or parts thereof other than the principal mansion house thereon for the term of 999 years on the conditions specified in the said Act." On the 8th of April, 1887, by an indenture of lease the tenant for life purported "in exercise of the power vested in him by the Settled Land Act, 1882, and of all other powers enabling him in that behalf" to demise for a term of 999 years to the respondent "the piece or parcel of land therein particularly described, except and always reserved out of that demise unto" the tenant for life, "and his assigns and other the person or persons for the time being entitled," and thereinafter included in the expression the reversioner or reversioners, all mines, quarries, and royalties whatsoever with full and free liberty of ingress, egress, and regress for the . . . enjoying the same" at the rent therein mentioned, the respondent, as part of the consideration, covenanting (*inter alia*) to erect within one year a dwelling-house at a minimum cost therein mentioned. The lease contained no provision for compensation to the respondent for any possible damage done to him by the exercise of the rights and powers reserved by the lessor. The respondent in pursuance of his covenant erected upon the piece of land demised by the lease "Llangollen" which constituted the property agreed to be sold. On the abstract of title being furnished to the applicant—the purchaser under the agreement—objection was made to the title, and on the present summons coming on for hearing it was contended (*inter alia*) on behalf of the appellant that respondent's lease had been made by the tenant for life under the Settled Land Act, 1882; that the tenant for life had no power, except in the case of a mining lease, to grant a lease reserving the mines and minerals, &c. (section 17, Settled Land Act, 1882, which did not alter the old settled law, that under a power to lease or sell, the minerals could not be severed from the land itself); that the power to lease "any part thereof, referred to part of the land itself and did not entitle the tenant for life to grant a lease of the surface only, and that it was impossible to treat one part of the lease as being good and another part bad, and consequently the lease was void. On behalf of the respondent it was contended that the tenant for life was entitled to lease the surface of the land, reserving the minerals and what might be underneath, and that even if this were not so the reservation only would be void and the validity of the lease would not be affected. It appeared that this case was one of considerable importance to inhabitants of the Isle of Wight, as hundreds of properties there are held under similar leases.

KEKEWICH, J., said: In my judgment the objection taken by the purchaser is a sound one. The person from whom the vendor derives his title is a tenant for life having powers of leasing conferred on him by the Settled Land Act, 1882, including powers to grant building leases for a term of ninety-nine years; the Act, however, also provides for his granting them for a longer term with the sanction of the court. That sanction the

tenant for life has obtained, but the order of the court only gave him power to lease under the Act for building purposes for a longer term, so that in other respects he derives no assistance from the order but is thrown back on the Act. The power for the tenant for life to lease is contained in section 6 of the Settled Land Act, which provides that "A tenant for life may lease the settled land or any part thereof or any easement, right, or privilege of any kind over or in relation to the same for any purpose whatever, whether involving waste or not, for any term not exceeding (1) in case of a building lease ninety-nine years; (2) in case of a mining lease sixty years; (3) in case of any other lease twenty-one years." It is therefore clear that under this section a lease of minerals, &c., may be granted, but the question here is whether a building lease can be granted reserving minerals. The section provides that he may lease the land or any part thereof, and it is said that here the minerals are not necessarily a "part" of the land. According to the old rule it is said a grant of land conveys everything from the sky to the centre of the earth, and that therefore a grant of the surface, which is a lateral division, is a grant of a part of the land. But as I understand the law, which has received sanction by the Confirmation of Sales Act, 1862, it is not right to speak of "part" of land where the division is lateral, and that is supported by the decision in the case of *Dayrell* v. *Hoare* (12 A. & E. 356), where Littledale, J., says: "I think the grant bad on the simple ground that the entirety in the particular part is not demised." That case dealt with the reservation of sporting rights; but apply the phrase I have just quoted here. Here you have taken part of the land, measuring so many square feet on the surface, and having taken it you have demised it all, but you have reserved the minerals—that is to say, you have divided it by a lateral section, and that is not permitted as there is no special power here to do so. It is not demised otherwise than as a building lease and I do not see that the words "whether involving waste or not" involves a difference. Then there are other provisions of the Act which require consideration, and the first is section 17 (1), which provides that "a sale, exchange, partition, or mining lease may be made either of land with or without an exception or reservation of all or any of the mines and minerals therein or of any mines and minerals." That shews that the Legislature saw that it was necessary to separate mines from the surface, but it does not assist the lessor to say that a building lease may be granted reserving the minerals; but, on the contrary, it shews that the Legislature knew it was necessary to insert a special power to enable the minerals to be reserved at all. Then there is section 13, which provides that (1) "a tenant for life may accept . . . a surrender of any lease of settled land . . . in respect of the whole land leased or any part thereof, with or without exception of all or any of the mines and minerals therein . . . ," &c., and sub-section 3 also provides for the grant by him of new leases of the property so surrendered. There are difficulties of construction in this section which may some day require decision, but I will not dwell upon them here further as the section only contemplates the necessity of accepting surrenders and granting new leases, and, to effect that, larger powers are given, and the Legislature provides that where mines alone which were demised under an old lease are surrendered, a new lease may be granted reserving the minerals with reference to those particular circumstances; and these provisions do not affect building leases. If I am right so far, the present lease is bad; but it is said there are two Acts which cure it One is the Settled Land Act, 1882, itself, by section 20 (2), which provides that a deed of conveyance under the Act "to the extent and in the manner to and in which it is expressed and intended to operate and can operate under the Act is effectual to pass the land conveyed. To say that that helps the lessor is to beg the question, because, if the lease operates under the Act, there is no need to come here, and if it does not so operate the section does not make it good. Then it is said there is another Act—12 & 13 Vict. c. 26—which assists to cure defective powers, but that only applies to defects in forms and ceremonies, and does not refer to the substance of the powers given. Were I to say that that Act made this lease good, a tenant for life might neglect every provision of the Settled Land Act and might make any kind of lease he pleased provided of course that he acted honestly. That cannot be the meaning of the Act in question, and I do not think it affects the present case at all. At first I thought there might be something in the argument that if the land was demised for building purposes, but the minerals were reserved, you cannot say that the best rent has been reserved for the building leases as required by section 6 of the Act of 1882, but if the lessor's demise is good, there is no real ground for saying that he has not got the best rent for the thing he has demised. If on the other hand the demise is bad, the objection has no force. I do not therefore think that that objection is of any importance. But, for the reasons stated above, I think that the demise is bad and there should be a declaration to that effect against the validity of the lease as asked for by the summons.—COUNSEL, *Micklem*; *C. H. Lindon*. SOLICITORS, *Sewell, Edwards, & Nevill*; *C. P. Eaton Taylor*, for *H. A. Matthews*, Shanklin and Sea View.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

Re **WEST. GEORGE** *v.* **GROSE.** Kekewich, J. 29th and 30th Nov.

WILL—CONSTRUCTION—TRUST FOR SALE—TRUSTEES INDEMNITY AND REIMBURSEMENT CLAUSE—UNEXHAUSTED RESIDUE—RESULTING TRUST.

By her will, dated the 15th of February, 1887, Elizabeth Ann West devised and bequeathed her real and personal property to certain trustees upon trust to sell the same, and out of the moneys to arise from such sale to pay her debts and funeral expenses and certain legacies therein mentioned The trust for sale was in common form. The testatrix further declared that the trustees should be chargeable only with such moneys as they should actually receive, and that they should be at liberty to reimburse themselves out of moneys that should come into their hands for all the expenses that should be incurred in the execution of the trusts of her will. It appeared from the evidence that after the property in question had been sold, and after the various legacies, debts, and expenses before mentioned had been paid out of the proceeds, there remained a certain undisposed-of residue in the hands of the trustees. The question now arose in the further consideration of an administration action as to whether the trustees were beneficially entitled to this residue, or whether it was the subject of a resulting trust in favour of the heir and next-of-kin of the testatrix. On behalf of the trustees it was contended on the authority of *Croome* v. *Croome* (59 L. T. R. 582) and *Williams* v. *Roberts* (6 W. R. 33) that the trustees were entitled beneficially, and that the trust for sale was mere machinery. On behalf of the heir and next-of-kin it was contended, on the contrary, that there was a resulting trust in their favour, and that cases like the present one, in which a general trust was primarily declared of the whole property, though such property was left unexhausted by the particular trusts subsequently declared, were to be distinguished from cases in which there was a primary absolute gift qualified by the imposition of a subsequent partial trust.

KEKEWICH, J.—I have to decide in this case whether the trustees do, or do not, take any beneficial interest, and to help me to come to a decision on that point I have to ask myself whether there is any principle of construction. I think that such a principle is clearly laid down in the judgment of the lords justices in *Croome* v. *Croome*. I do not propose to read their judgments, but I wish to be taken as having read them. The rule that they embody is simple and intelligible. Are the trustees to be considered as trustees of that part of the property only which they are to hand on to somebody else? or are they to be considered as trustees of the property as a whole? Let us apply this rule to the present will. I find that the property has been given to these trustees on trust for sale, and I find at the end of the will a trustees indemnity and reimbursement clause—all there in common form. It is argued that these are mere machinery. I do not myself think so. To my mind they furnish a clear indication that the testatrix intended the trustees to take as trustees, not a portion only, but the whole of this property. They can, therefore, take nothing beneficially, and there arises accordingly a resulting trust in favour of the heir and next-of-kin.—COUNSEL, *Warrington*, Q.C., and *Cozens-Hardy*; *J. G. Wood*; *W. T. Lawrance*; *E. Symonds*; *Mark Romer*; *Stock*. SOLICITORS, *Robins, Biling, & Co.*, for *Symons & Gameson*, Wadebridge; *Lyell & Co.*, for *Mark Guy*, Bodmin; *W. A. S. Hellyar & Co.*; *Coode, Kingdon, & Cotton*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

MORSE *v.* **FOWLER.** Kekewich, J. 1st Dec.

RESTRAINT OF TRADE—UNREASONABLE COVENANT—INJUNCTION.

This case is important as indicating certain new grounds on which a court of justice will regard a covenant in restraint of trade as unreasonable, and will accordingly refuse to enforce it by injunction. The case, however, was decided only on motion, and the question of the possibility of severing the covenant was not argued. By an agreement in writing dated the 29th of December, 1898, and duly signed by the defendant, the defendant agreed (*inter alia*) to serve the plaintiff as traveller and collector at Reading or elsewhere, as he might be from time to time directed, and generally to obey the instructions of the said employer and those in authority under him. By clause 6 of the said agreement the defendant further bound himself not to carry on either by himself or in connection with any other person or persons, and either as partner or servant, the business of a draper, outfitter, house furnisher, musical instrument dealer, boot factor, or jeweller in the town of Reading, or within twenty miles thereof, for the space of five years from the date of his ceasing to be in the plaintiff's employment. It appeared from the plaintiff's affidavits that the employment was determined by him on the 13th of April, 1899, and that the defendant was now, in breach of his agreement, acting as traveller and collector for a certain Mr. Dunbar, who carried on business in Reading as draper, tailor, and outfitter. The plaintiff accordingly sought for an injunction to restrain the defendant till the trial of the action in the terms of the aforesaid contract. The defendant, who appeared in person, stated that he had been employed by the plaintiff exclusively in the capacity of traveller and collector in the business of the tailoring and drapery department.

KEKEWICH, J.—This is a matter of importance. The law as to covenants in restraint of trade has now been definitely arrived at, and it is settled that the court will not enforce a covenant which it considers unreasonable. Now it is notorious that there are now a number of establishments—stores, for instance—which carry on quite a large number of entirely different businesses. I take it that for a store to insist on one of its servants binding himself to refrain from *all* the businesses it carries on would not be upheld by a court of law. What are the circumstances here? It appears that the plaintiff, who is described in the agreement as a "draper, outfitter, and house furnisher," did, as a matter of fact, carry on a number of other businesses. He bound the defendant accordingly to carry on *none* of them within certain limits and for a certain period. Is that good? I look to see how the defendant was employed. Nominally, it is true, he was liable to serve the plaintiff in any of his businesses. But he tells me—though that, of course, is not evidence—that as a matter of fact he was employed only in the tailoring and drapery department; and now the plaintiff comes here and asks for an injunction to restrain him in the whole number of different businesses. I think that so comprehensive a covenant was clearly unreasonable, and I refuse to grant any injunction till the trial, when the facts will appear more clearly in evidence. The costs must be reserved.—COUNSEL, *C. Church*. SOLICITORS, *Prior, Church, & Adams*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

Re **VICKERS. VICKERS** *v.* **MELLOR.** Kekewich, J. 28th and 30th Nov.

WILL—SPECIFIC LEGACY OF TRUST FUND—SUBSEQUENT TRANSFERENCE INTO TESTATRIX'S OWN NAME—APPROPRIATION OF ACCOUNTS—TOTAL OR PARTIAL ADEMPTION.

This case raised an important question as to whether the transfer of an outstanding trust fund from the name of a trustee into the name of the beneficiary caused such a destruction of the specific character of the fund, and so far merged it in the beneficiary's general estate, as to adeem a prior specific bequest by the beneficiary of the fund in question. By her will, dated the 11th of February, 1879, Gertrude L. Vickers, after reciting that she was interested in, and was in receipt of, the annual income of one moiety of a certain trust fund amounting to about £8,000, thereby directed and appointed that from and after her death the said moiety should go and belong to such of her nephews and nieces as she therein more particularly mentioned. The testatrix died on the 27th of September, 1898. It appeared from the evidence that at the date of her will, in February, 1897, the aforesaid moiety of £8,000, *i.e.*, a sum of £4,000, remained in the hands of her trustees, and was then invested and was deposited by them with the firm of Vickers, Son, & Maxim (Limited) to the credit of an account entitled "E. Vickers' daughter's trust account." In December, 1897, this sum of £4,000 was transferred by the direction of the trustee, but without the knowledge of the testatrix, to an investment account in the testatrix's own name, which she had opened with the firm of Vickers, Son, & Maxim (Limited). It appeared also from the account last mentioned that, subsequently to the payment in of the sum of £4,000, the testatrix would have to be taken, if the doctrine of appropriation of accounts was to be applied in this particular case, to have drawn upon the said fund to the amount of £1,800. The present summons was taken out to determine (*inter alia*) whether upon the true construction of the said will the aforesaid specific legacy of £4,000 had been to any, and to what, extent adeemed. On behalf of those who would benefit in the case of ademption, it was contended (1) that the sole question in cases of ademption was, not what was the intention of the testator, but whether the specific legacy remained *in specie* at the date of the testator's death: *Stanley* v. *Potter* (2 Cox 180), *Manton* v. *Tabois* (33 W. R. 832), *Morgan* v. *Thomas* (25 W. R. 750), *Re Bridle* (4 C. P. D. 336); (2) that it appeared from the accounts that the testatrix had, during her lifetime, withdrawn £1,800 from the sum in question. On behalf of the legatees it was argued (1) that the £4,000 still remained a distinct fund *in specie*, even after the transference of the 14th of December, 1897, exactly as if it had been a mortgage debt: *Clough* v. *Clough* (3 Myl. & K. 296), *Jones* v. *Southall* (11 W. R. 247); (2) that the testatrix could not be regarded as having drawn upon the £4,000, except from the point of view of the artificial doctrine of the appropriation of payments.

KEKEWICH, J.—The question is whether the legacy was still in existence at the time of the testatrix's decease. What really happened was this. A certain paramount life estate having fallen in, the testatrix became entitled absolutely, and her trustee thereupon thought proper to transfer the fund into the lady's own name. Does that make any substantial difference? Formerly, in order to get in this fund, the lady would have been compelled to act through the intervention of her trustee; after the transfer she was in a position to sue directly in her own name. But the thing which she would always have got, whether in the one way or the other, was always exactly the same. I think there was no ademption. As to the other point, it resolves itself into the question whether I am, or am not, to apply, in this particular instance, the doctrine of appropriation of payments. To my mind I ought not to apply it here. I hold, therefore, that the fund was left intact.—COUNSEL, *Hammond; Renshaw*, Q.C., and *Micklem; Warrington*, Q.C., and *Kenyon Parker*. SOLICITORS, *Leonard & Pilditch; Peacock & Goddard*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

HALFORD *v.* **HARDY.** Kekewich, J. 1st Dec.

PRACTICE—POSITIVE UNDERTAKING BY COUNSEL—R. S. C. XLI. 5—ATTACHMENT.

On the trial of this action on the 6th of July, 1899, an order was taken by consent that all further proceedings should be stayed, the defendant by his counsel undertaking "forthwith" to execute a certain draft indenture. The plaintiff having on the 29th of August, 1899, requested the defendant to execute this indenture in accordance with the terms of his undertaking, and the defendant having neglected to do so, the plaintiff now moved that a writ of attachment might be issued against the defendant for the breach of his undertaking. It appeared that no proper copy of the judgment had been served upon the defendant, as the copy served was not indorsed with the memorandum required by ord. 61, r. 5. Reference was made by the plaintiff, in illustration of the meaning of the word "forthwith," to the cases of *Thomas* v. *Nokes* (16 W. R. 995) and *Gilbert* v. *Endean* (27 W. R. 252).

KEKEWICH, J.—I have consulted my fellow judges, and we are all of opinion that this undertaking ought to have been served, or, at any rate, notice ought to have been given, that the order was to be complied with within a certain time. This applies to a positive undertaking only. A negative undertaking might undoubtedly be enforced without any service at all. If a man were to undertake by his counsel, for instance, not to erect a wall above a certain height, I should have no hesitation, as a matter of practice, in sending him to prison should he fail to abide by his word. A positive undertaking is a different thing.—COUNSEL, *Lawrence*, Q.C., and *T. L. Wilkinson; Warrington*, Q.C., and *Kenyon Parker*. SOLICITORS, *Barnes & Bernard; Dubois & Williams*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

CAMPBELL *v.* **GILLESPIE.** Cozens-Hardy, J. 22nd, 23rd, 27th, and 29th Nov.

PRACTICE—ACTION FOR ACCOUNT—DISCRETION OF COURT—R. S. C. LV. 10.

This was an action for account on the footing of wilful default, and also for common account. The defendant was the trustee under a creditors' deed of January, 1887, whereby the husband of the plaintiff assigned all his property, including his business of brewer and wine merchant, which comprised three public-houses, to the defendant upon trusts for the creditors, and to pay the surplus to the debtor. The defendant undertook and managed the business. In 1893 the debtor assigned all his interest under the deed of 1887 to his wife, the plaintiff; and in November, 1896, the defendant transferred to her the public-houses and other property vested in him under the same deed. The deed of transfer did not contain any release of the defendant, but recited that the debts had been paid. The present action was commenced in October, 1898. The plaintiff made a series of charges against the defendant of gross and wilful mismanagement, which his lordship held not proved. He found, however, that the defendant had retained a sum of £52 for debts which had not been claimed, a sum for commission on insurance premiums which was improper, and had lent money improperly to a theatre, whereby the estate had to pay more interest to the bankers than it would otherwise have done, and had unwisely and improperly destroyed his books of account, though not with the object of avoiding investigation.

COZENS-HARDY, J. (after dismissing the claim for account on the footing of wilful default).—It remains to consider what relief, if any, the plaintiff is entitled to. Under the old law she would have been entitled to a decree for common account against the plaintiff as a matter of right. There has been no settled account. But, happily, under ord. 55, r. 10, I am not bound now to do this if the questions between the parties can be properly determined otherwise. The defendant has kept proper books of account which were from time to time submitted to the principal creditors, and were also audited by an accountant who certified them as correct. Some of these accounts were handed the plaintiff's solicitor. The destruction of the books renders it almost impossible for the defendant to render full accounts under an ordinary decree. Under these circumstances, I have come to the conclusion that I should not make a full administration decree, notwithstanding the fact that I am unable to acquit the defendant of some misconduct. His lordship then ordered the defendant to make good to the plaintiff the interest thrown upon the estate, the sum of £52 retained for debts, and the commission money, to deliver up to her certain chattels, and ordered the plaintiff to pay the costs of the action connected with the charge of wilful default, the defendant to pay the other costs.—COUNSEL, *Eve*, Q.C., *Edward Ford*, and *Boxall; Warmington*, Q.C., *Robson*, Q.C., and *O. L. Clare*. SOLICITORS, *Edward Swain*, for *J. D. & D. M. Macdonald*, Newcastle-upon-Tyne; *Charles Rogers*, for *Criddle & Criddle*, Newcastle-upon-Tyne.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—Queen's Bench Division.

HILTON AND ANOTHER *v.* **HOPWOOD.** Div. Court. 5th Dec.

PUBLIC HEALTH—NUISANCE—"PERSON AGGRIEVED"—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 105.

This was a case stated by justices of Bury in Lancashire. Summonses were issued, preferred by the respondent against the appellants, under section 91 of the Public Health Act, 1875, for that on the 23rd of May, 1899, and on the 5th of June, 1899, a nuisance existed on their works at Radcliffe in that a chimney "did on the dates mentioned and still does emit black smoke in such quantity as to be a nuisance." The question was whether the respondent was in relation to the complaint a "person aggrieved" within the meaning of section 105 of the Act. The respondent deposed that she resided at Hopwood Cottage, and that she was aggrieved by smoke coming over from the Radcliffe factory chimneys which damaged the shrubs and vegetation of her property, but she was unable to say that she was aggrieved on either of the dates mentioned in the summonses or that the smoke from the chimneys in fact reached her on those dates. The distance from Hopwood Cottage to Radcliffe was 5 miles and 1,518 yards. The appellants' chimney was not more than twenty yards high. The justices found that on the days in question black smoke was emitted by the appellants' chimney in such quantity as to constitute a nuisance, and, being satisfied that the respondent's statement was true, they held that she was a person aggrieved and made an order on the appellants prohibiting the recurrence of the nuisance. It was contended on behalf of the appellants that there was no evidence on which the justices could find the respondent to be a person aggrieved, it not being shewn that she suffered by reason of the nuisance on the days to which the proceedings related. It was contended on behalf of the respondent that, the nuisance being a continuing nuisance, it was not necessary to prove that the complainant suffered on the day named. It was sufficient if she was within the area liable to be affected by the nuisance. *Robinson* v. *Currey* (7 Q. B. D. 465) was cited.

THE COURT (RIDLEY and DARLING, JJ.) allowed the appeal.

RIDLEY, J., said that he was of opinion that the complainant in proceedings under section 105 must shew that he was aggrieved by the nuisance which took place on the date mentioned in the summons.

DARLING, J., said that the respondent's argument amounted to this, that because before the 23rd of May the respondent was a person aggrieved, she was a "person aggrieved" on that date though, in point of

fact, it was someone else who was aggrieved. He declined to hold that the Legislature had created a *status* whereby persons who were once aggrieved were always aggrieved.—Counsel, *Avory; Younger.* Solicitors, *Nicol, Son, & Jones*, for *Pickstone & Jones*, Radcliffe; *Rowcliffes, Rawle, & Co.*, for *Hall*, Bury.

[Reported by C. G. Wildbraham, Barrister-at-Law.]

SMITH *v.* **MILLS.** Bigham, J. 28th Nov.

Landlord and Tenant—Demise for Long Term of Years of Land for the Erection of Specified Buildings—Covenant by Tenant to Keep Buildings on Demised Land in Repair—Subsequently Tenant Erects other Buildings—Action by Landlord to Recover Possession on Alleged Breach of Covenant to Repair a Building Thereon not Mentioned in Lease.

Action to recover possession of certain plots of land and houses in Cross-road, Croydon, held under three leases, by reason of the breach of covenant to repair. The claim turned upon whether the agreement to repair contained in one of the leases applied to buildings erected upon the demised land subsequent to the date of the lease. Under a lease dated the 30th of September, 1857, the lessors demised a piece of land for 99 years, and "all that messuage or tenement and garden erected and formed on the said piece of ground." Covenant No. 1 provided that before certain dates the lessees should erect certain fences and washhouses, and two "messuages or tenements" on the land. Covenant No. 2 provided that the lessees "will at all times during the demise well and substantially repair, &c. . . . the said messuage or tenement and premises hereby demised, and the said fences and new erections and new messuages or tenements to be erected as aforesaid . . . and will at the expiration of this demise peaceably yield up . . . the said demised premises, fences, new erections, and new tenements . . . in good repair." The covenant No. 3 ran as follows: "Further it shall be lawful for the lessors at all reasonable times to enter upon the said demised premises or any part thereof to examine the condition thereof and to give the lessees notice in writing of any defects, and that the lessees will within three calendar months after the delivery of every such notice make good the defects specified therein." The lessees erected the new structures specified in covenant No. 1. At a subsequent date another building lately used as a starch factory which was not included in No. 1 was built on the demised land. The landlord served notices under the Conveyancing Act, 1881, s. 14, to repair all the premises, including the starch factory.

Bigham, J., held that, since the covenants to repair referred to specified buildings covenanted to be erected, the landlord was not entitled to give notice of repair in respect of buildings erected by the lessee not in pursuance of the covenant.—Counsel, *Robson*, Q.C., and *Montague Lush; Bray*, Q.C., and *Lightwood*. Solicitors, *J. D. Arthur; J. G. Lincoln*, Croydon and London.

[Reported by Erskine Reid, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

Dec. 4—Mr. W. S. Sherrington in the chair.—Mr. H. W. Saw moved, "That some powers of relief should be given to the court against forfeiture of leases for breach of covenant not to assign or underlet the premises leased." Mr. J. B. Matthews opposed, and the debate was continued by Messrs. Hubbard, Woodcock, Richardson, Weigall, Galbraith, Marks; Mr. Saw replied. The motion was carried by one vote.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Nov. 28.—Chairman, Mr. C. A. Anderson.—The subject for debate was: "That the case of *Jarman* v. *Hale* (1899, 1 Q. B. 994, and 68 L. J. Q. B. 681) was wrongly decided." Mr. A. W. Watson opened in the affirmative, Mr. Archibald Hair seconded in the affirmative; Mr. Neville Tebbutt opened in the negative, Mr. F. J. Plaskett seconded in the negative. The following members also spoke: Mr. Bennett, Mr. Fitton, Mr. F. H. Stevens, Mr. Brookis-Warren, Mr. Cornock, Mr Eustace Jones, Mr. Harry Jones, Mr. Leggett. The motion was carried by two votes.

Dec. 5.—Chairman, Mr. Archibald Hair.—The subject for debate was: "That the statue of Cromwell should be removed from Parliament-square." Mr. O. J. S. Satchel opened in the affirmative; Mr. E. T. Close opened in the negative. The following members also spoke: in the affirmative—Messrs. Baliol Scott, Rupert Blagden, and R. A. Gordon; in the negative—Messrs. A. H. Richardson, J. Walker, J. R. Anthony, Pleadwell, J. C. Gordon, T. H. Jones, Speechley, and Satchell. The motion was lost by six votes.

It is announced that Mr. Justice Cozens-Hardy will be the Christmas Vacation Judge from the 22nd until the 31st inst., and he will attend at Queen's Bench Judges' Chambers on Thursday, the 28th inst.; while Mr. Justice Darling will act in the same capacity from the 1st of January until the 10th, and will be in attendance at Queen's Bench Judges' Chambers on Thursday, the 4th of January.

LEGAL NEWS.

OBITUARY.

Mr. George Edward Lake, solicitor, of the firm of Messrs. Lake & Lake, of 10, New-square, Lincoln's-inn, whose death at Berlin we recorded last week, was the son of Mr. George Lake, of Bushey, Herts, who was formerly the senior partner in the firm of Lakes, Beaumont, & Lake, now Lake & Lake. He was born on the 15th of December, 1848, and was educated at the Islington Proprietary School and at Rugby, and was articled to his father in 1866, and subsequently studied German abroad for twelve months. He was admitted in 1872, and joined the firm in 1873. Mr. Lake was a sound lawyer, gifted with great power of lucid expression of his views and readiness in organizing work. He had the confidence of a large circle of clients and friends, and took a leading part in all public work in Watford and the neighbourhood. He took a special interest in the Volunteer movement, and was Captain and Hon. Major of the 2nd (Hertfordshire) Volunteer Battalion Bedfordshire Regiment. He was also Deputy Grand Master of the Masonic Province of Herts, and late Junior Grand Deacon in the Grand Lodge of England. Yachting was another favourite pursuit of Mr. Lake's, and at his death he was treasurer of the Yacht Racing Association. His funeral at Bushey was attended by clients and friends from all parts.

Mr. George Fell, solicitor, of Aylesbury, died last week. He was admitted in 1850, and was coroner for the Aylesbury Division of Bucks, clerk to the Aylesbury Urban District Council, and secretary of the Bucks Chamber of Agriculture, and was greatly respected. At the first inquest held since the death of Mr. Fell, which took place in Aylesbury on Wednesday evening, Mr. T. G. Parrott, the deputy-coroner, said that Mr. Fell had filled the position of coroner with great credit for many years, and had always carried out his sometimes very unpleasant duties with courtesy and kindness. By his death they had lost an excellent officer, and the town a good citizen.

The death is announced of Mr. J. G. G. Radford, solicitor, of Sidmouth He was born at Exeter in 1812, and graduated at the Dublin University. After serving his articles with Messrs. Avison & Son, an eminent Liverpool firm, he read in the chambers of Mr. Buller, and was admitted in Hilary Term, 1838. He took up his residence at Sidmouth and continued in practice there ever since. For about thirty years prior and up to the death of the late lord of the manor Mr. Radford held the office of steward of the manor of Sidmouth, and when his connection with the copyholders ceased they presented him with a valuable piece of plate. He was also for a great number of years steward of the manor of Sidbury, and on his retirement from that office he received a similar recognition of appreciation He was also clerk to the Urban District Council and clerk to the Burial Board. About twenty years ago he was joined by Mr. James Albert Orchard as a partner in his practice, which has from that time been carried on under the style of Radford & Orchard. Throughout his whole life, says the *Devon and Exeter Gazette*, "Mr. Radford has been a most generous and kind friend to the poor, a supporter of every public institution, whether it be for sport, pastime, or alleviating the sufferings of his fellow-townsmen. He was an excellent example of the type of an English gentleman, placing his standard of life at all times before that of his profession. He was a warm and active supporter of the Church and of Constitutional principles."

APPOINTMENTS.

Mr. Trehawke Herbert Kekewich, barrister, has been appointed Recorder of Tiverton, in the place of Mr. Henry Clark, resigned.

Mr. Samuel Henry Leonard, barrister, has been appointed Recorder of Penzance, in the place of Mr. Robert Alexander Kinglake, appointed Reorder of Bournemouth.

Sir Harry Poland, Q.C., has been elected Master of the Library of the Honourable Society of the Inner Temple.

Mr. H. Maddocks, solicitor, Coventry, and of the firm of Maddocks & Colson, of 22, Walbrook, E.C., has been appointed a Commissioner for Oaths. Mr. Maddocks was admitted in July, 1893.

Mr. Claude Hamilton White, solicitor, Maidstone, has been appointed Clerk to the Trustees of the Poor and Bread Charities, Maidstone.

GENERAL.

The Lord Chancellor will preside at a meeting of the council of the Inns of Court Mission, which will be held in the Inner Temple Treasury Office on Friday, the 15th inst., to consider the question of the acquisition of new premises for the mission, as the present house in use in Drury-lane is shortly to be pulled down.

The death is announced of Mr. Justice O'Brien, one of the judges of the Queen's Bench Division of the High Court of Justice, Ireland. As a judge, says the *Times*, he enjoyed the reputation of being one of the most fearless and eloquent occupants of the bench, and from the very outset of his judicial career he was brought into contact with cases which made the most urgent claims upon his courage, and gave ample inspiration for his eloquence. It was his fortune to preside at the trials of the Phœnix Park murders, and he did so with a fortitude and an impartiality which will long be cherished among the best traditions of the Irish bench. The fact that no attempt was made upon his life during the progress of the trials or afterwards may be taken as a proof that the Invincibles themselves were not unimpressed by his passionless impartiality. In the words of a prominent member of the Irish Government, who was speaking recently

on this subject, "Judge O'Brien was sent by Heaven to the aid of the Irish Government at one of the most terrible crises in its history." Mr. Justice O'Brien presided at the trial of the South Meath and Clare election petitions. His speech in the former case was a scathing and eloquent exposure of the political tyranny of the Roman Catholic clergy, and was all the more remarkable as the late judge was himself an extremely devout member of the Roman Catholic faith.

In the course of the report by Mr. John Smith, the Inspector-General in Companies Liquidation, he summarizes the chief general conclusions to be drawn from a perusal of the tables as follows: "1. That there has during the past three years been a great increase in the total number of liquidations and in the amount of capital involved in them—an increase which to some extent corresponds with the increase of new companies formed. 2. That there has been a disproportionately large increase in the proportion of vendors' capital involved as compared with that subscribed by the public. 3. That the method of liquidation has undergone a considerable change in the direction of an increased number of companies being wound up voluntarily as compared with those wound up by the court. I have pointed out in previous reports," he says, "the close parallel between the increase of vendors' shares, which necessarily gives to the persons connected with the formation of the company a larger controlling voice in the liquidation, and the increase in the voluntary method, which avoids independent investigation into the causes of failure and into the history of the company's transactions. There can be little doubt that these coincidences are in the nature of cause and effect, and that the general tendency of liquidation proceedings is to withdraw the failures of companies from the supervision and investigation which Parliament has thought it necessary to provide in the case of companies wound up by the court."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Dec. 11	Mr. Jackson	Mr. Farmer	Mr. Greswell
Tuesday 12	Pemberton	King	Church
Wednesday 13	Jackson	Farmer	Greswell
Thursday 14	Pemberton	King	Church
Friday 15	Jackson	Farmer	Greswell
Saturday 16	Pemberton	King	Church
	Mr. Justice Kekewich.	**Mr. Justice Byrne.**	**Mr. Justice Cozens-Hardy.**
Monday, Dec. 11	Mr. Pugh	Mr. Lavie	Mr. Godfrey
Tuesday 12	Beal	Carrington	Leach
Wednesday 13	Pugh	Lavie	Godfrey
Thursday 14	Beal	Carrington	Leach
Friday 15	Pugh	Lavie	Godfrey
Saturday 16	Beal	Carrington	Leach

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Dec. 11.—Mr. J. C. Stevens, at 38, King-street, Covent Garden, at 12.30, Magic Lantern and Slides.
Dec. 12.—Curio Sale, including Benin Relics.
Dec. 13.—Rose Trees, Lilies, &c.
Dec. 14.—Bulbs, Palms, &c.
Dec. 15.—Photographic Apparatus. (See advertisement, this week, p. 3.)

RESULT OF SALE.

REVERSIONS, LIFE POLICIES, STOCKS AND SHARES.

At Messrs. H. E. Foster & Cranfield's fortnightly Sale of the above Interests at the Mart, E.C., on Thursday last, the market was again very brisk, the total realized being £11,280.

		£
REVERSIONS:		
Absolute to One-fourth of £16,700; life 55	Sold	1,760
Absolute to One moiety of £16,400; life 81	"	4,250
Absolute to One-twentieth of about £55,000; six lives	"	1,210
POLICIES:		
For £4,000, in the General; life 42	"	735
For £800, in the Provident; life 62	"	300
For £1,000, in the Scottish Provident; life 70	"	1,200
For £1,000, in the Standard; life 64	"	480
STOCKS AND SHARES:		
Gas Light and Coke Co.—£1,500 Ordinary Stock	"	1,575
National Discount Co.—40 Shares of £25 each, £5 paid	"	480

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASBY COLLIERY CO, LIMITED—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to Thomas Postlethwaite Bragg, 59, Lowther st, Whitehaven. Brockbank & Co, Whitehaven, solors to liquidator

ASPLEY GUISE CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before Monday, Jan 1, to send their names and addresses, and the particulars of their debts or claims, to William Kay, Guildhall rd, Nottingham

AUSTRALIAN JONES ROCK DRILL, LIMITED—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to James Fabian, 34 Nicholas lane. Renshaw & Co, 2, Suffolk lane, solors to liquidators

CENTRAL WEALTH CONSOLIDATED GOLD FIELDS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to John William Woodthorpe, Leadenhall bldgs

CHESTER AND NORTH WALES ICE AND COLD STORAGE CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Walter Conway, Old Bank bldgs, Eastgate, Chester. Brassey, solor for liquidator

CLAUS TIN PROCESS, LIMITED—Creditors are required, on or before Monday, Jan 8, to send their names and addresses, and the particulars of their debts and claims, to J. Michael Bell, 5 and 6, Gt Winchester st Wickes & Champion, solors

DUTTON & CO, LIMITED—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Geo. W. Bull, 5, Foregate st, Worcester

ELECTROPATHIC AND TURKISH BATHS, LIMITED—Creditors are required, on or before Saturday, Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Willie Rowland Waller, 3, Bucklersbury

JOHN DALE & CO LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to George Frederick Whitworth, 15 Bridge st, Bradford Wade & Co, Bradford, solors to the liquidator

NEW GOLD FIELDS SYNDICATE, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts and claims, to Lionel Henry Lemon, 4, King st, Cheapside

NEWPORT ON USK STEAM TUG TOWAGE TRAWLING AND SALVAGE CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Mark Mordey, Dry Docks, Newport, Mon Williams & Co, Newport, solors to the liquidator

NORTH OF ENGLAND CYCLE CO, LIMITED—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to Joseph Carr, 41, Mosley st, Newcastle upon Tyne. Gascoigne, Newcastle upon Tyne, solor to liquidator

NUMBER 5 ACCRINGTON AND DISTRICT INVESTMENT CO, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph Greenwood, Market chmbrs, Blackburn rd, Accrington

London Gazette.—TUESDAY, Dec. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BEDFORD PARK STORES, LIMITED—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to Percy Helmore, 84, Chancery lane

CHESTER MINERAL WATER CO, LIMITED—Creditors are required, on or before Dec 22, to send their names and addresses and the particulars of their debts or claims, to Henry Joseph Price, 26 Newgate st, Chester. Brassey, Chester, solor for liquidator

GENERAL KEY AND PROPERTY REGISTRATION CO, LIMITED—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to R McGowen, 81, Dale st, Liverpool

GREAT VICTORIA GOLD MINING CO, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and particulars of their debts and claims, to Percy Hamilton Sainsbury, Worcester House, Walbrook. Mayo & Co, solors for liquidator

LONDON AND WESTMINSTER PROPERTIES, LIMITED—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st

NEW CHARTERS TOWERS GOLD MINES, LIMITED—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims to Julius Wilson Hetherington Byrne, 81, Gracechurch st

NEW ENGLISH HOMES CONSTRUCTION CO, LIMITED—Petn for winding up, presented Dec 2, directed to be heard Dec 13 Boydell, 1, South sq, Gray's inn, solor for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 12

PETROLEUM SYNDICATE OF SUMATRA, LIMITED—Petn for winding up, presented Nov 30, directed to be heard on Wednesday, Dec 13. Bird & Co, 5, Gray's inn sq, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 12

WILLIAM NICHOLLS & CO, LIMITED—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Hubert Miller, 16, Kennedy st, Manchester. Daniel & Oldfield, Macclesfield, solors to liquidator

FRIENDLY SOCIETIES DISSOLVED.

HOPE OF BLAINA LODGE 158 ORDER OF ANCIENT BRITONS, UNITY OF DOWLAIS AND MERTHYR SOCIETY, Blaina Inn, Blaina, Mon. Nov 22

HUDDERSFIELD TRAMWAYS SICK SOCIETY, Swan-with-Two-Necks Inn, Westgate, Huddersfield, Yorks. Nov 28

KING WILLIAM III. LODGE OF THE GRAND PROTESTANT INSTITUTION OF LOYAL ORANGEMEN, Love's Hotel, Crook, Durham. Nov 28

MAY FLOWER LODGE, UNITED ORDER OF ODD FELLOWS, BOLTON UNITY, Roebuck Inn, Rishton, Blackburn, Lancs. Nov 28

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 10.

BOLTON, JAMES, Manningtree, Essex, Innkeeper Dec 9 Johnson v Bolton, Kekewich, Morris & Bickards, Mitre ct, Temple

BRANDON, JOHN, Commercial st, Whitechapel, Boot Manufacturer Dec 9 Warmington Brandon, Stirling, J. Warmington & Co, Budge row

London Gazette.—FRIDAY, NOV. 17.

DAVIES, JOHN, Llanbadarn, Trefeglwys, Cardigan Dec 31 Jones v Davies, Kekewich, Evans, Aberayron

London Gazette.—TUESDAY, NOV. 28.

SIMONS, JOHN RICHARD, Methwold, Hythe, Norfolk Jan 9 Houchen v Simons, Kekewich, J Michelmore, Bloomsbury sq

WOOTTON, THOMAS, Wordsworth rd, Penge, Builder Dec 30 Achurst v Atkin, Kekewich, J Wootton, Fish st hill

London Gazette.—TUESDAY, Dec. 5.

NEVILLE, JULIA, Hove, Sussex Dec 31 Tayler v Tayler, Byrne, J Kent, Lincoln's inn fields

STEIN, ANDREW, Lime st, Merchant Jan 3 Stein v Fraser, Kekewich, J Debenham & Walker, Gresham bldgs Basinghall st

TAYLOR, WILLIAM, Smethwick, Stafford, Ironfounder Jan 15 Arter v Taylor, North, J Bache & Son, West Bromwich

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 28.

ACKROYD, JOHN, Hunslet, Leeds Dec 29 Granger & Son, Leeds

BARLOW, AARON, Droylesden, Brick Manufacturer Jan 1 Whitworth & Co, Ashton under Lyne

BENNALL, SAMUEL, Manchester, Printer Jan 14 Doyle, Manchester

BERRY, SAMUEL, Mistley, Essex Dec 30 Synnot, Manningtree

BRUCE, GEORGE BARCLAY, Alberta, Canada, Contractor Jan 10 Munns & Longden, Old Jewry

COGHILL, JOHN GEORGE SINCLAIR, Ventnor, I W, Doctor Jan 31 Clarke & Co, Gresham House

CHILD, JOHN, Rickmansworth, Licensed Victualler Dec 30 Crosse & Sons, Lancaster pl, Strand

DUKES, EDWARD, Handsworth Dec 30 Mogford, Birmingham

DE LAUTOUR, CATHERINE, South Kensington Jan 28 Collyer-Bristow & Co, Bedford row

ERRINGTON, ANN, Kingston upon Hull March 1 Goy & Cross, Barton on Humber

EDWARDS, WILLIAM, North Heigham, Norwich Dec 23 Goodchild, Norwich

FOUCHARD, DAVID, Abertillery, Mon, Watchmaker Dec 6 Gardner & Herbert, Newport, Mon

FEAR, LOUISA, Liverpool, Fish Dealer Dec 31 McKenna, Liverpool

GRAIN, JOHN HENRY, Lombard st Jan 31 Clarke & Co, Gresham House

HANSELL, JOHN JAMES, Stockton on Tees, Auctioneer Dec 22 Hunton & Watson, Stockton on Tees

BILTON, JAMES, Bolton, Brewer Dec 20 Russell & Russell, Bolton

HODGKINSON, JAMES DALE, Sheffield Jan 7 Branson & Son, Sheffield

HOTHAM, WILLIAM, Bawtry, York Dec 31 Iliffe & Co, Bedford row

JOHNSTON, JAMES, Bishop Auckland, Durham, Waterworks Inspector Dec 20 Badcock, Bishop Auckland

KELLY, MICHAEL AUGUSTINE, Liverpool, Outfitter Dec 31 Evans & Co, Liverpool

KOHLHAUSEN, JOHN DANIEL, Camden rd, Baker Dec 23 Allward, Gray's inn sq

KNAPP, ELIZA, Kew, Surrey Dec 30 Crosse & Sons, Lancaster pl, Strand

LYNILL, JOHN PRESTON, Southport Jan 6 Earle & Co, Manchester

MALLALIEU, ALICE, Stalybridge, Lancs Dec 30 Buckley & Co, Stalybridge

MCNALLY, MARGARET, Kenton st, Somerstown Dec 23 Rutland, Chancery ln

MURRAY, Dame ELIZA HOPE, Kensington Dec 23 St Barbe & Co, Delahay st

ORMROD, GEORGE, Nether Edge, Sheffield Jan 31 Rodgers & Co, Sheffield

PRATTEN, MARY, Haslemere, Surrey Jan 31 Hepburn & Co, Cheapside

PILKINGTON, FRANCIS CECIL, Shifnal, Salop Dec 1 Gibbons & Arkle, Liverpool

PURDY, MARY ANN, Great Yarmouth Dec 24 Ellen & Holt, Great Yarmouth

PICK, JOHN, Sidmouth, Devon, Bottle Merchant Jan 1 Forbes & Son, London st, Fenchurch st

REES, WILLIAM JAMES, St George, Glos Dec 30 Wansbrough & Co, Bristol

SIPPET, ROBERT, Ilford, Essex, Schoolmaster Dec 29 Tyler, Ilford

SERLE, WILLIAM ALEXANDER, Blue Earth, Minnesota, U S A Jan 1 St Barbe & Co, Delahay st, Westminster

SHIPLEY, FREDERICK, Loughborough, Painter Jan 1 Hands, Loughborough

STONE, JANE, Brixton Dec 25 Wingfield & Blew, Queen Victoria st

STALEY, THOMAS PEACE, Kensington, Shipbroker Jan 1 Stevens & Drayton, Queen Victoria st

THOMPSON, CHARLES WILLIAM, Keighley, York, Surgeon Dec 20 Smith, Leeds

THARP, WILLIAM MONTAGU, Cambridge Dec 31 Western & Sons, Essex st, Strand

WATSON, Mr BENJAMIN, Leicester Jan 1 Neale, Leicester

WOOD, GEORGE, Birmingham Dec 30 Mogford, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 1.

RECEIVING ORDERS.

ALLEN, WILLIAM, Clapham rd, Commission Agent High Court Pet Aug 12 Ord Nov 24

ALEXANDER, GEORGE, Middlesborough, Commercial Traveller Middlesborough Pet Nov 29 Ord Nov 29

ANDREWS, ALFRED, Ryde, I W, Hotel Manager Newport Pet Nov 27 Ord Nov 27

BERNARD, B, Catherine st, Strand, Journalist High Court Pet Oct 23 Ord Nov 28

BEST, SIDNEY JOHN, Exmouth, Devon, Horse Dealer Exeter Pet Nov 28 Ord Nov 28

BLADES, WILLIAM ARTHUR, Sheffield, Builder Sheffield Pet Nov 29 Ord Nov 29

BLAKE, WALTER WILLIAM, South Hayling, Hants, Builder Portsmouth Pet Nov 8 Ord Nov 29

BRUCE, ROBERT, Heaton, Newcastle on Tyne Newcastle on Tyne Pet Nov 28 Ord Nov 28

BULEY, GEORGE LANGDON, Brixham, Devon, Fisherman Plymouth Pet Nov 14 Ord Nov 14

BULLOCK, CHARLES, and THOMAS PENNY, Berkhamsted, Herts, Solicitors Aylesbury Pet Nov 29 Ord Nov 29

CHAFFEY, GEORGE, Wimborne Minster, Dorset, Baker Poole Pet Nov 29 Ord Nov 29

COOK, JOHN BAXTER, Ipswich, Tailor Ipswich Pet Nov 29 Ord Nov 29

CUMBERLAND, C, Peckham, Boot Dealer High Court Pet Oct 23 Ord Nov 28

DAWSON, JOHN, West Stanley, Durham, Cycle Agent Newcastle on Tyne Pet Nov 23 Ord Nov 28

DE BEHR, MARY JOSEPHINE, Bournemouth, Court Milliner Poole Pet Nov 27 Ord Nov 27

EDWARDS, EDWARD, Pontygwaith, Glam Pontypridd Pet Nov 28 Ord Nov 28

FROST, WILLIAM, Saundersfoot, Pembroke, Journeyman Joiner Pembroke Dock Pet Nov 27 Ord Nov 27

GARNER, EDWARD JAMES FRANCIS, Liverpool, Chemist Liverpool Pet Nov 27 Ord Nov 27

GIBSON, JOHN, Maryport, Cumberland, Shoemaker Cockermouth Pet Nov 13 Ord Nov 27

GRANT, JAMES, Walsall, Journeyman Butcher Walsall Pet Nov 27 Ord Nov 27

HARRISON, CARTMELL, Lincoln's inn fields, Solicitor High Court Pet Sept 13 Ord Nov 17

HARRISON, CARTMELL, and JAMES CROFTS INGRAM, Lincoln's inn fields, Solicitors High Court Pet Oct 30 Ord Nov 17

HURLOCK, WILLIAM FREDERICK, Gt Yarmouth, Boot Dealer Gt Yarmouth Pet Nov 28 Ord Nov 28

KENNEDY, JOHN PURVIS, Nottingham, Tailor Nottingham Pet Nov 28 Ord Nov 28

LAWRENCE, WILLIAM, Leeds Leeds Pet Nov 27 Ord Nov 27

LE COUTEUR, WILLIAM JOHN, Brook st, Hanover sq, Photographer High Court Pet Nov 14 Ord Nov 29

LUTHERLAND, LOUIS, Altrincham, Coachbuilder Manchester Pet Nov 28 Ord Nov 28

MELSON, EDWARD, Basinghall st, Contractor High Court Pet Aug 23 Ord Nov 29

NICHOLS, W, Brighton Brighton Pet Oct 31 Ord Nov 27

OSBORNE, HENRY, Maida vale High Court Pet Oct 31 Ord Nov 29

PARKER, ARCHIBALD LANGDON, Devonport, Grocer Plymouth Pet Nov 25 Ord Nov 25

PEACOCK, JOHN EDWIN, Liverpool Liverpool Pet Nov 2 Ord Nov 29

PHIPPS, HORACE CALEB, Old Compton st, Licensed Victualler High Court Pet Nov 7 Ord Nov 29

PRINGLE, WILLIAM, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Nov 25 Ord Nov 28

PURCELL, CHARLES, Leighton Buzzard, Bedford, Dairyman Luton Pet Nov 27 Ord Nov 27

ROSSITER, GEORGE, Pleasley, Derby, Coal Miner Nottingham Pet Nov 29 Ord Nov 29

SKELTON, GEORGE HENRY, Layerthorpe, York, Grocer York Pet Nov 28 Ord Nov 28

SMITH, BENJAMIN, Burton on Trent, Labourer Burton on Trent Pet Nov 27 Ord Nov 27

TAYLFORTH, THOMAS, Burnley, Farm Bailiff Burnley Pet Nov 21 Ord Nov 27

THOMAS, JOHN, St Austell, Cornwall, Tea Dealer Truro Pet Nov 29 Ord Nov 29

VICKERY, WILLIAM, and FRANCIS ST JOHN MCCARRICK, Denmark hill, Tailors High Court Pet Nov 15 Ord Nov 27

WALSH, JAMES, Liverpool, Cabinet Maker Liverpool Pet Nov 28 Ord Nov 28

WATSON, EDWIN, Wem, Salop, Bootmaker Shrewsbury Pet Nov 28 Ord Nov 28

WOLFE, WILLIAM, Milford Haven, Pembroke, Fish Merchant Pembroke Dock Pet Nov 13 Ord Nov 22

FIRST MEETINGS.

ABRAHAMS, NATHAN, Brynmawr, Brecons, Furniture Dealer Dec 11 at 12 135, High st, Merthyr Tydfil

ALLAN, JOSEPH, and THOMAS SMITH, Felling, Durham, Builders Dec 8 at 11.30 Off Rec, 30, Moaley st, Newcastle on Tyne

ANDREWS, ALFRED, Ryde, I W, Hotel Manager Dec 11 at 11.15 19, Quay st, Newport, I W

BLAKE, WALTER WILLIAM, South Hayling, Hants, Builder Dec 8 at 3 Off Rec, Cambridge junct, High st, Portsmouth

BULEY, GEORGE LANGDON, Brixham, Devon, Fisherman Dec 11 at 11 6, Athenæum ter, Plymouth

BUNDY, ROBERT, Leeds, Printer Dec 8 at 3 Off Rec, 22, Park row, Leeds

COLE ROBERT SWINBORNE, Great Oakley, Essex, Farmer Dec 8 at 11 Cups Hotel, Colchester

COOLEY, GEORGE, and GEORGE HENRY IRONS, Northampton, Shoe Manufacturers Dec 8 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton

CROFT, WILLIAM, Gainsborough, Builder Dec 19 at 12 Off Rec, 31, Silver st, Lincoln

DAVIES, EDWIN, Merthyr Tydfil, Printer Dec 8 at 12 135, High st, Merthyr Tydfil

ELLIS, HENRY BEAN, Dover, Builder Dec 9 at 11 Off Rec, 73, Castle st, Canterbury

EVANS, JAMES, Beccles, Suffolk, Shopkeeper Dec 9 at 1 Off Rec, 8, King st, Norwich

FERNY, DOMINIC CUMMINS, South Kensington, Military Tutor Dec 8 at 11 Bankruptcy bldgs, Carey st

FLETCHER, ALFRED, Wakefield, Agricultural Implement Repairer Dec 8 at 11 Off Rec, 6, Bond ter, Wakefield

FOX, JAMES, Newcastle under Lyme, Staffs, Licensed Victualler Dec 11 at 11.15 Off Rec, Newcastle under Lyme

GARNER, EDWARD JAMES FRANCIS, Liverpool, Chemist Dec 13 at 12 Off Rec, 35, Victoria st, Liverpool

GUTTRIDGE, HENRY, and CHARLES GUTTRIDGE, Brighton, Brick Manufacturers Dec 8 at 14 Off Rec, 4, Pavilion bldgs, Brighton

HAMPTON, EDWIN, Hafod, Abergavenny, Mon, Heating Engineer Dec 8 at 3 135, High st, Merthyr Tydfil

HARRISON, CARTMELL, Lincoln's inn fields, Solicitor Dec 8 at 2.30 Bankruptcy bldgs, Carey st

HARRISON, CARTMELL, and JAMES CROFTS INGRAM, Lincoln's inn fields, Solicitors Dec 8 at 2.30 Bankruptcy bldgs, Carey st

HOLT, WILLIAM, Swinton, Lancs, Joiner Dec 8 at 3 Off Rec, Byrom st, Manchester

JONES, JOHN, Neath, Glam, Grocer Dec 8 at 2 15 Castle Hotel, Neath

JONES, HUGH, Blackpool, Auctioneer Dec 8 at 3 Off Rec, 14, Chapel st, Preston

KNOWLES, FRANK GORHAM, Maidstone, Grocer's Assistant Dec 13 at 10.30 Off Rec, 9, King st, Maidstone

LAWRENCE, WILLIAM, Leeds, Journalist Dec 8 at 11 Off Rec, 22, Park row, Leeds

LIDBETTER, THOMAS, Colwyn Bay, Denbighs, Grocer Dec 11 at 3 Crypt chmbr, Eastgate row, Chester

LUTHERLAND, LOUIS, Altrincham, Coachbuilder Dec 8 at 2.30 Off Rec, Byron st, Manchester

MARSHALL, GEORGE HENRY, Baston, Butcher Dec 12 at 12.15 Off Rec, 4 and 6, West st, Boston

MURFITT, WALTER JAMES, Hammersmith, Draper Dec 11 at 12 Bankruptcy bldgs, Carey st

PARTRIDGE, EDWIN GEORGE MATHEW, Halstead, Essex, Licensed Victualler Dec 8 at 11.30 Cups Hotel, Colchester

PORTER, JOHN ARTHUR, Longton, Staffs, Decorator's Manager Dec 11 at 11.45 Off Rec, Newcastle under Lyme

PRIESTLEY, DAVID, St Anne's on the Sea, Lancs, Hairdresser Dec 8 at 2.30 Off Rec, 14, Chapel st, Preston

ROBERTS, HUGH, Newtown, Montgomery, Grocer Dec 20 at 12.30 1, High st, Newtown

SCHÜTTE, WILLIAM HENRY FREDERICK, Bradford, Shoddy Merchant Dec 11 at 11.30 Off Rec, 31, Manor row, Bradford

SKELTON, GEORGE HENRY, York, Grocer Dec 13 at 12.15 Off Rec, 28, Stonegate, York

STORM, GEORGE, West Hartlepool, Joiner Dec 8 at 3.45 Royal Hotel, West Hartlepool

VAUGHAN, WILLIAM, Welshpool, Timber Haulier Dec 20 at 11.30 1, High st, Newtown

VICKERY, WILLIAM, and FRANCIS ST JOHN MCCARRICK, Denmark hill, Tailors Dec 11 at 12 Bankruptcy bldgs, Carey st

WALSH, JAMES, Liverpool, Cabinet Maker Dec 13 at 12.30 Off Rec, 35, Victoria st, Liverpool

WATSON, EDWIN, Wem, Salop, Bootmaker Dec 12 at 3 Off Rec, 42, St John's hill, Shrewsbury

WOLFE, WILLIAM, Milford Haven, Pembroke, Fish Merchant Dec 9 at 11 Off Rec, 4, Queen st, Carmarthen

Amended notices substituted for those published in the London Gazette of Nov 24:

WAINHOUSE, JOHN, Warley, nr Halifax, Farmer Dec 2 at 11 Off Rec, Townhall chmbrs, Halifax

POSKITT, MARK, Fishlake, nr Doncaster, Cattle Dealer Dec 1 at 12.30 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

ALEXANDER, GEORGE, Middlesborough, Commercial Traveller Middlesborough Pet Nov 29 Ord Nov 29

ALLAN, JOSEPH, and THOMAS SMITH, Felling, Durham, Builders Newcastle on Tyne Pet Nov 21 Ord Nov 23

ANDREWS, ALFRED, Ryde, I W, Hotel Manager Newport Pet Nov 27 Ord Nov 27

BEST, SIDNEY JOHN, Exmouth, Devon, Horse Dealer Exeter Pet Nov 28 Ord Nov 28

BLADES, WILLIAM ARTHUR, Sheffield, Builder Sheffield Pet Nov 29 Ord Nov 29

BULEY, GEORGE LANGDON, Brixham, Devon, Fisherman Plymouth Pet Nov 14 Ord Nov 14

BULLOCK, CHARLES, and THOMAS PENNY, Berkhamsted, Herts, Solicitors Aylesbury Pet Nov 29 Ord Nov 29

CHAFFEY, GEORGE, Wimborne Minster, Dorset, Baker Poole Pet Nov 29 Ord Nov 29

CHAPPELL, GEORGE HENRY, Leek, Stafford, Surveyor Macclesfield Pet Nov 23 Ord Nov 28

DA COSTA, ALFRED, Gracechurch st, Company Promoter High Court Pet Oct 6 Ord Nov 28

DAWSON, JOHN, West Stanley, Durham, Cycle Repairer Newcastle on Tyne Pet Nov 28 Ord Nov 29

DE BEHR, MARY JOSEPHINE, Bournemouth, Court Milliner Poole Pet Nov 27 Ord Nov 27

DOVER, WILLIAM HENRY, Parkstone, Dorset, Tailor Poole Pet Nov 11 Ord Nov 29

EDWARDS, EDWARD, Pontygwaith, Glam Pontypridd Pet Nov 28 Ord Nov 28

EDWARDS, PRYCE PARRY, and EDWARD DAVIES EDWARDS, Ruthin, Denbighs, Flour Dealers Wrexham Pet Nov 8 Ord Nov 27

ELLIS, HENRY BEAN, Dover, Builder Canterbury Pet Nov 16 Ord Nov 29

FROST, WILLIAM, Saundersfoot, Journeyman Joiner Pembroke Dock Pet Nov 27 Ord Nov 27

GARNER, EDWARD JAMES FRANCIS, Liverpool, Chemist Liverpool Pet Nov 27 Ord Nov 27

GRANT, JAMES, Walsall, Journeyman Butcher Walsall Pet Nov 27 Ord Nov 27

GUTTRIDGE, HENRY, and CHARLES GUTTRIDGE, Brighton, Brick Manufacturers Brighton Pet Nov 4 Ord Nov 27

HARDEN, HENRY SPENCER SCOTT, St James's sq, Lieutenant High Court Pet Oct 3 Pet Nov 24

HAWKINS, THOMAS J, Wood Green Edmonton Pet Oct 12 Ord Nov 25

HORSFALL, WILLIAM BRETT, John st, Adelphi High Court Pet Oct 11 Ord Nov 24

KENNEDY, JOHN PURVIS, Nottingham, Tailor Nottingham Pet Nov 28 Ord Nov 28
KENWORTHY, JOSHUA, Penistone, Yorks, Joiner Barnsley Pet Oct 25 Ord Nov 24
LAWRENCE, WILLIAM, Leeds Leeds Pet Nov 27 Ord Nov 27
MURFITT, WALTER JAMES, Hammersmith, Draper High Court Pet Nov 7 Ord Nov 29
NAYLER, FRANCIS, Westbourne grove, Hosier High Court Pet Nov 16 Ord Nov 29
NIXON, GEORGE BRUCE, Mincing lane, Commission Agent High Court Pet Oct 23 Ord Nov 25
OPPENHEIMER, ISIDOR, South st, Finsbury, Leather Merchant High Court Pet Nov 2 Ord Nov 28
PARKER, ARCHIBALD LANGDON, Devonport, Devon, Grocer Plymouth Pet Nov 25 Ord Nov 25
PERKS, ARTHUR JOHN, Charing Cross rd, Gentleman High Court Pet Aug 30 Ord Nov 25
PURCELL, CHARLES, Leighton Buzzard, Dairyman Luton Pet Nov 27 Ord Nov 27
ROBERTS, HUGH, Newtown, Montgomery, Grocer Newtown Pet Nov 24 Ord Nov 28
ROSSITER, GEORGE, Pleasley, Derby, Coal Miner Nottingham Pet Nov 29 Ord Nov 29
SKELTON, GEORGE HENRY, York, Grocer York Pet Nov 28 Ord Nov 28
SMITH, BENJAMIN, Burton on Trent, Labourer Burton on Trent Pet Nov 27 Ord Nov 27
SMITH, HENRY, Denton, Lancs, Bootmaker Ashton under Lyne Pet Oct 20 Ord Nov 24
TAIGEL, GEORGE FREDERICK, Highbury pl, Baker High Court Pet Nov 15 Ord Nov 27
TAYLFORTH, THOMAS, Burnley, Farm Bailiff Burnley Pet Nov 21 Ord Nov 27
THOMAS, JOHN, St Austell, Cornwall, Tea Dealer Truro Pet Nov 29 Ord Nov 29
WALSH, JAMES, Liverpool, Cabinet Maker Liverpool Pet Nov 28 Ord Nov 28
WATSON, EDWIN, Wem, Salop, Bootmaker Shrewsbury Pet Nov 28 Ord Nov 28
WOLFE, WILLIAM, Milford Haven, Pembroke, Fish Merchant Pembroke Dock Pet Nov 13 Ord Nov 27

Amended notice substituted for that published in the London Gazette of Nov 17:

CRANE, WILLIAM, and CHARLES HENRY CRANE, Smethwick, Stafford, Bakers West Bromwich Pet Nov 14 Ord Nov 14

Amended notice substituted for that published in the London Gazette of Nov 21:

FELDMAN, ISRAEL, Ferntower rd, Newington Green, Shoe Manufacturer High Court Pet Oct 18 Ord Nov 17

London Gazette.—TUESDAY, Dec. 5.

RECEIVING ORDERS.

ADAMS, JOHN, Derby, Builder Derby Pet Nov 16 Ord Nov 28
ALLEN (JOHN) & Co. Roath, Cardiff, Plumbers Cardiff Pet Nov 21 Ord Dec 1
ASH, FRANK MORGAN, Southampton Potato Merchant Southampton Pet Nov 15 Ord Dec 1
BARNARD, CHARLES F, Birmingham, Accountant Birmingham Pet Nov 7 Ord Dec 1
BAILIFF, THOMAS, Penrith, Joiner Carlisle Pet Dec 1 Ord Dec 1
BEYNON, GEORGE, EVAN THOMAS, and WILLIAM REES, Skewen, nr Neath, Builders Neath Pet Dec 1 Ord Dec 1
BLACKFORD, JAMES, Birmingham, Fruiterer Birmingham Pet Nov 29 Ord Nov 29
BOTTLEY, GEORGE, Derby, Market Auctioneer Derby Pet Dec 1 Ord Dec 1
BRANTON, STEPHEN, Sunderland, Builder Sunderland Pet Nov 15 Ord Nov 30
CANDLER, JOHN WILLIAM NELSTROP, Pickering, Yorks, Ironmonger Scarborough Pet Nov 30 Ord Nov 30
CHAPMAN, THOMAS, Sheffield, Jeweller Sheffield Pet Oct 24 Ord Nov 30
COLLINS, WILLIAM, Dudley, Grocer Dudley Pet Nov 16 Ord Nov 29
COX, RICHARD, Gt Yarmouth, Fish Curer Gt Yarmouth Pet Dec 1 Ord Dec 1
DOUSE, THOMAS RALPH, Billiter bldgs High Court Pet Aug 1 Ord Dec 1
DUGGAN, WILLIAM, Birmingham, Grocer Birmingham Pet Nov 29 Ord Nov 29
EARP, W R & Co, Warrington High Court Pet Nov 3 Ord Dec 1
FORD, CHARLES, Dinas, nr Pontypridd, Brake Proprietor Pontypridd Pet Dec 1 Ord Dec 1
FORD, GEORGE, Leicester, Coal Dealer Leicester Pet Dec 2 Ord Dec 2
FORESTER, ARTHUR, Hetton le Hole, Durham, Tailor Durham Pet Dec 1 Ord Dec 1
FOX, EDWARD FRANCIS, Alum Bay, I of W, Solicitor High Court Pet Nov 13 Ord Dec 1
FREEDMAN, SIMON, JOHN FREEDMAN, and BARNETT FREEDMAN, Leeds, Wholesale Clothiers Leeds Pet Nov 30 Ord Nov 30
FROST, GEORGE, Upper Clapton High Court Pet Sept 26 Ord Dec 1
GEARY, THOMAS HAROLD, Southsea, Sign Writer Portsmouth Pet Dec 1 Ord Dec 1
GODFREY, HENRY LEES, West Bridgford, Notts Commission Agent Nottingham Pet Dec 2 Ord Dec 2
GRANT, CHARLES DOUGLAS NAPIER, Old Jewry, Accountant High Court Pet July 7 Ord Dec 1
HOWARD, DANIEL, Leyton Green, Essex, Grocer High Court Pet Nov 14 Ord Dec 1
KIMPTON, GEORGE, Mortlake, Builder Wandsworth Pet Oct 30 Ord Nov 30
LAYBOURNE, ARTHUR, Formby, Lancs, Bookkeeper Liverpool Pet Nov 30 Ord Nov 30
LEE, WILLIAM, Devonport, Labourer Plymouth Pet Dec 1 Ord Dec 1
MAY, ALBERT, Sheffield, Licensed Victualler Sheffield Pet Nov 30 Ord Nov 30
MITCHELL, CHARLES CORNELIUS, Bexley, Kent, Coffee house Keeper Rochester Pet Dec 1 Ord Dec 1
PARTRIDGE, WILLIAM, Mutley, Plymouth, Builder Pet Dec 2 Ord Dec 2
PEARSE, CORNELIUS, Burn, Yorks, Butcher York Pet Nov 30 Ord Nov 30
RAWLINSON, MATTHEW, Barnoldswick, Yorks, Auctioneer Bradford Pet Nov 16 Ord Nov 30
RICHMOND, CHARLES ERNEST, Manchester, Surgeon Manchester Pet Dec 2 Ord Dec 2
RING, PHILIP CONRAD, Dalston ln, Baker High Court Pet Nov 30 Ord Nov 30
ROSS, WILLIAM, Bradford, Cycle Manufacturer Bradford Pet Dec 1 Ord Dec 1
SAUNDERS, HENRY JAMES, Staplehurst, Kent, Farm Labourer Maidstone Pet Dec 1 Ord Dec 1
SACH, J, Tooting, Builder Wandsworth Pet Nov 4 Ord Nov 30
SHUTE, FRANK ADIE, Nuneaton, Tailor Coventry Pet Nov 18 Ord Dec 1
SMITH, ARTHUR, Rawmarsh, nr Rotherham, Yorks, Carpenter, Sheffield Pet Nov 30 Ord Nov 30
SMITH, JEREMIAH, Rodley, Leeds, Grocer Leeds Pet Dec 1 Ord Dec 1
THORPE, EPHRAIM, Huddersfield, Tobacconist Huddersfield Pet Nov 30 Ord Nov 30
TOMLINSON, RICHARD, Adam st, Adelphi, Builder Pet July 21 Ord Nov 30

Amended notices substituted for those published in the London Gazette of Nov 17:

O'RIORDAN, DANIEL STANISLAUS PATRICK, Great Marlow, Bucks, Army Officer Aylesbury Pet Oct 30 Ord Nov 14
CRANE, WILLIAM, and CHARLES HENRY CRANE, Smethwick, Stafford, Bakers West Bromwich Pet Nov 14 Ord Nov 14

Amended notice substituted for that published in the London Gazette of Nov 24:

TURNPENNY, WILLIAM HENRY, Walthamstow, Commercial Traveller High Court Pet Nov 20 Ord Nov 20

FIRST MEETINGS.

ADAMS, JOHN, Derby, Builder Dec 12 at 3 Off Rec, 40, St Mary's gate, Derby
ALLEN, WILLIAM, Clapham rd, Commission Agent Dec 12 at 12 Bankruptcy bldgs, Carey st
ARTHUR, ARTHUR DAVID, Treorkey, Butcher Dec 12 at 3 135, High st, Merthyr Tydfil
BAKER, THOMAS, Nailsea, Somerset, Licensed Victualler Dec 13 at 1 Off Rec, Baldwin st, Bristol
BERNARD, B, Catherine st, Strand, Journalist Dec 12 at 2 30 Bankruptcy bldgs, Carey st
BEST, SIDNEY JOHN, Exmouth, Horse Dealer Dec 21 at 10.30 Off Rec, 13, Bedford circus, Exeter
CHALK, WILLIAM, Putney, Market Gardener Dec 12 at 11.30 24, Railway app London Bridge
CLARKE, SAMUEL, and ORLANDO CLARKE, Middlewich, Builders Dec 15 at 10.30 Royal Hotel, Crewe
COLLIER, GRAHAM, Catford, Schoolmaster Dec 12 at 12 30 24, Railway app, London Bridge
CRUMP, JOHN, Wells, Somerset, Saddler Dec 13 at 12 Off Rec, Baldwin st, Bristol
CUMBERLAND, C, Rye ln, Peckham, Boot Dealer Dec 13 at 11 Bankruptcy bldgs, Carey st
DAWSON, JOHN, West Stanley, Durham, Cycle Agent Dec 12 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
DAY, DAVID HENRY, Maidenhead, Fruiterer Dec 12 at 12 Off Rec, 95, Temple chmbrs, Temple av
DOVER, WILLIAM HENRY, Parkstone, Dorsets, Tailor Dec 12 at 12 30 Off Rec, Endless st, Salisbury
DUDLEY, JOSEPH, Chipping Sodbury, Glos, Boot Dealer Dec 13 at 12.30 Off Rec, Baldwin st, Bristol
EARP, W R, & Co, Warrington Dec 14 at 12 Bankruptcy bldgs, Carey st
EDWARDS, PRYCE PARRY, and EDWARD DAVIES EDWARDS, Ruthin, Denbigh, Flour Dealers Dec 12 at 11 45 The Priory, Wrexham
EVANS, CHARLES, Edgbaston, Painter Dec 14 at 11 174, Corporation st, Birmingham
FOX, EDWARD FRANCIS, Alum Bay, I of W, Solicitor Dec 14 at 2.30 Bankruptcy bldgs, Carey st
FRAZER, JOHN, Birkenhead, Ship Store Dealer Dec 13 at 2 Off Rec, 35, Victoria st, Liverpool
FROST, GEORGE, Upper Clapton Dec 12 at 11 Bankruptcy bldgs, Carey st
GEARY, THOMAS HAROLD, Southsea, Sign Writer Dec 12 at 3 Off Rec, Cambridge junc, High st, Portsmouth
GRANT, CHARLES DOUGLAS NAPIER, Old Jewry, Accountant Dec 13 at 11 Bankruptcy bldgs, Carey st
GRAY, FRANK DURRELL, Martham, Norfolk, Miller Dec 16 at 12 Off Rec, 8, King's st, Norwich
HOWARD, DANIEL, Leyton Green, Essex, Grocer Dec 13 at 12 Bankruptcy bldgs, Carey st
KAY, JOHN ROBINSON, Rochdale, Stonemason Dec 12 at 11 15 Townhall, Rochdale
KENNEDY, JOHN PURVIS, Nottingham, Tailor Dec 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
KITCHING, ARTHUR ROBERT, Darlington, Builder Dec 12 at 11 North Eastern Hotel, Darlington
LAUDERDALE, HARRY, West Hartlepool, Hairdresser Dec 12 at 3 Off Rec, 25, John st, Sunderland
LAWRENCE, SAMUEL, Willenhall, Staffs, Brass Finisher Dec 14 at 11 Off Rec, Wolverhampton
LAYBOURNE, ARTHUR, Formby, Lancs, Book keeper Dec 13 at 11 Off Rec, 35, Victoria st, Liverpool
LE COUTEUR, WILLIAM JOHN, Brook st, Hanover sq, Photographer Dec 12 at 12 Bankruptcy bldgs, Carey st
LOCKYER, GEORGE, Brighton, Solicitor Dec 12 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
MANWARING, CHARLES, Wrexham, Fent Dealer Dec 12 at 10.30 The Priory, Wrexham
MELSON, EDWARD, Basingball st, Contractor Dec 12 at 2.30 Bankruptcy bldgs, Carey st
NICHOLS, WILLIAM, Brighton Dec 13 at 12 Off Rec, 4, Pavilion bldgs, Brighton
OSBORNE, HENRY, Maida vale Dec 12 at 11 Bankruptcy bldgs, Carey st
PEARSE, CORNELIUS, Burn, Yorks, Butcher Dec 14 at 11.30 Off Rec, 28, Stonegate, York
RAYBOULD, ANN MARIA, King's Norton, Licensed Victualler Dec 13 at 12 174, Corporation st, Birmingham
RING, PHILIP CONRAD, Dalston ln, Baker Dec 13 at 2.30 Bankruptcy bldgs, Carey st
ROUTLEDGE, JOHN, Barnton, nr Northwich, Farmer Dec 15 at 11 Royal Hotel, Crewe
SAUNDERS, HENRY JAMES, Staplehurst, Kent, Farm Labourer Dec 13 at 10 Off Rec, 9, King st, Maidstone
SCHOFIELD, WILLIAM JAMES, Deritend Birmingham Dec 13 at 11 174, Corporation st, Birmingham
SMITH, BENJAMIN, Burton on Trent, Labourer Dec 13 at 11.30 Midland Hotel, Station st, Burton on Trent
THOMAS, JOHN, St Austell, Cornwall, Tea Dealer Dec 13 at 12 Off Rec, Boscawen st, Truro
TYTE, JOHN, Yeovil, Jeweller Dec 14 at 12 30 Off Rec, Endless st, Salisbury

ADJUDICATIONS.

BAILIFF, THOMAS, Penrith, Cumberland, Joiner Carlisle Pet Dec 1 Ord Dec 1
BAKER, THOMAS, Nailsea, Somerset, Licensed Victualler Bristol Pet Nov 24 Ord Dec 1
BEYNON, GEORGE, EVAN THOMAS, and WILLIAM REES, Skewen, nr Neath, Builders Neath Pet Dec 1 Ord Dec 1
BOTTLEY, GEORGE, Derby, Market Auctioneer Derby Pet Dec 1 Ord Dec 1
CANDLER, JOHN WILLIAM NELSTROP, Pickering, Yorks, Ironmonger Scarborough Pet Nov 30 Ord Nov 30
CARROLL JAMES, Widnes, Lancs, Pawnbroker Liverpool Pet Oct 20 Ord Nov 30
COOPER, ROTHWELL HOWARD, Fairfield, Liverpool, Clerk High Court Pet Sept 5 Ord Nov 30
COX, RICHARD, Gt Yarmouth, Fishcurer Gt Yarmouth Pet Dec 1 Ord Dec 1
DUDLEY, JOSEPH, Chipping Sodbury, Glos, Boot Dealer Bristol Pet Nov 23 Ord Nov 30
EVANS, CHARLES, Edgbaston, Painter Birmingham Pet Nov 18 Ord Dec 2
FORD, CHARLES, Dinas, Pontypridd, Brake Proprietor Pontypridd Pet Dec 1 Ord Dec 1
FORD, GEORGE, Extension, Leicester, Coal Dealer Leicester Pet Dec 2 Ord Dec 2
FRENCH, WILLIAM HENRY, Melton Mowbray, Grocer Leicester Pet Nov 25 Ord Nov 25
FORESTER, ARTHUR, Hetton le Hole, Tailor Durham Pet Dec 1 Ord Dec 1
FRAZER, JOHN, Birkenhead, Ship Store Dealer Birkenhead Pet Nov 1 Ord Nov 30
FREEDMAN, SIMON, JOHN FREEDMAN, and BARNETT FREEDMAN, Leeds, Wholesale Clothiers Leeds Pet Nov 30 Ord Nov 30
GEARY, THOMAS HAROLD, Southsea, Sign Writer Portsmouth Pet Dec 1 Ord Dec 1
GODFREY, HENRY LEES, Nottingham, Commission Agent Nottingham Pet Dec 2 Ord Dec 2
HALLETT, BERTIE, Queen Victoria st High Court Pet April 24 Ord Dec 1
KEAY, JAMES WHITTON, West Didsbury, Lancs, Carpet Dealer Manchester Pet Oct 28 Ord Nov 30
LAYBOURNE, ARTHUR, Formby, Lancs, Book keeper Liverpool Pet Nov 30 Ord Dec 2
LEE, WILLIAM, Devonport, Labourer Plymouth Pet Dec 1 Ord Dec 1
MARTIN, JAMES, Plymouth, Builder Plymouth Pet Aug 3 Ord Sept 2
MAY, ALBERT, Sheffield, Licensed Victualler Sheffield Pet Nov 30 Ord Nov 30
MITCHELL, CHARLES CORNELIUS, Bexley, Kent, Coffee-house Keeper Rochester Pet Dec 1 Ord Dec 1
MONTE, JAMES, and FRANCIS BRIEBACH, Billiter bldgs, Jewellers High Court Pet Nov 10 Ord Nov 29
PARTRIDGE, WILLIAM, Plymouth, Builder Plymouth Pet Dec 2 Ord Dec 2
PEARSE, CORNELIUS, Burn, Yorks, Butcher York Pet Nov 30 Ord Nov 30
PEPPER, EDWIN STANHOPE, Bath, Cycle Manufacturer Bath Pet Sept 19 Ord Dec 1
PRALL, ARTHUR SMEED, Bournemouth, Solicitor Poole Pet Nov 16 Ord Dec 1
RING, PHILLIP CONRAD, Dalston ln, Baker High Court Pet Nov 30 Ord Nov 30
ROSS, WILLIAM Bradford, Cycle Manufacturer Bradford Pet Dec 1 Ord Dec 1
SAUNDERS, HENRY JAMES, Westbury, Wilts, Farm Labourer Maidstone Pet Dec 1 Ord Dec 1
SCHOFIELD, WILLIAM JAMES, Birmingham Birmingham Pet Oct 27 Ord Dec 2
SMITH, ARTHUR, Rawmarsh, nr Rotherham, Yorks, Carpenter Sheffield Pet Nov 30 Ord Nov 30
SMITH, JEREMIAH, Rodley, Grocer Leeds Pet Dec 1 Ord Dec 1
TALBOT, ALFRED GEORGE, Old Cavendish st, Licensed Victualler High Court Pet Oct 13 Ord Dec 2
THOMAS, F CAREW, Clifton, Bristol, Bank Clerk Bristol Pet Oct 9 Ord Nov 30
THORPE, EPHRAIM, Huddersfield, Tobacconist Huddersfield Pet Nov 30 Ord Nov 30
VAUGHAN, WILLIAM, Welshpool, Montgomery Timber Haulier Newtown Pet Nov 21 Ord Dec 2
VICKERY, WILLIAM, Denmark hill High Court Pet Nov 15 Ord Dec 1
WILLIAMS, DAVID PROPERT, St David's, Pembroke, Farmer Pembroke Dock Pet Nov 10 Ord Nov 30
WILSON, WILLIAM, Clapham, Corn Factor High Court Pet Nov 15 Ord Dec 1

Amended notice substituted for that published in the London Gazette of Nov 24:

TURNPENNY, WILLIAM HENRY, Walthamstow, Commercial Traveller High Court Pet Nov 20 Ord Nov 20

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

JACOBS, ARTHUR LIONEL, Douglas mansions, West end ln, Solicitor High Court Rec Ord Sept 8 Adjud Sept 12 Resc and Annul Dec 1

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.